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ABSTRACT

Collective bargaining agreements between 27 selected community colleges of the State University of New York and their faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Adirondack Community College, Broome Community College, Cayuga County Community College, Clinton Community College, Columbia-Greene Community College, Community College of the Finger Lakes, Dutchess Community College, Fashion Institute of Technology, Fulton-Montgomery Community College, Genesee Community College, Herkimer County Community College, Hudson Valley Community College, Jamestown Community College, Jefferson Community College, Mohawk Valley Community College, Monroe Community College, Nassau Commmunity College, North Country Community College, Onondaga Community College, Orange County Community College, Rockland Community College, Schenectady County Community College, Suffolk County Community College, Sullivan County Community College, Tompkins-Cortland Community College, Ulster County Community College, and Westchester Community College. With some variation in content and detail, the agreements deal with unit recognition and rights, employer rights and responsibilities, member rights, faculty appointments, hours and working conditions, paid and unpaid leaves of absence, academic freedom, faculty evaluation, grievance procedures, salary schedules, employee benefits, reduction in workforce, and the scope, effect, and term of the agreement. (EJV)

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ED295690

SELECTED COLLECTIVE BARGAINING AGREEMENTS

FOR THE COMMUNITY COLLEGES

OF THE

STATE UNIVERSITY OF NEW YORK

COLLECTED BY THE

NATIONAL EDUCATION ASSOCIATION
WASHINGTON, DC

JC 870 523

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EXTENSION AGREEMENT

between

THE FACULTY ASSOCIATION OF ADIRONDACK COMMUNITY COLLEGE

and

THE BOARD OF TRUSTEES OF ADIRONDACK COMMUNITY COLLEGE

September 1, 1985 - August 31, 1988

The following changes, additions and deletions to the existing Agreement (extending from September 1, 1982 to August 31, 1985) and amendment thereto of October 20, 1983 are agreed to by the parties involved.

1. The existing Agreement shall be extended three years. Such extension shall begin on September 1, 1985 and end on August 31, 1988.

2. ARTICLE XVII - INSURANCE/RETIREMENT:

   A. Extension of amendment (as agreed to on October 20, 1983) for duration of above period.

   B. The College shall provide long-term disability insurance coverage for all individuals described in ARTICLE III - RECOGNITION. Such coverage shall be provided a first year premium of approximately $25,000. Coverage will be set at a level which considers average sick leave accumulations and provisions of existing sick leave bank. Basic benefits shall include a minimum coverage of $200/week (exclusive of other income) until the disabled person attains the age of 65. Basic benefits available from the established long-term disability insurance policy shall not be reduced over period of extension.

   C. Retirement Incentive: (to be adjusted for additional procedures)

   Decisions on early retirement incentive payments will be made by the college administration based on the following criteria:

   The effect on the quality of our academic program.

   Demonstration that the costs of early retirement programs in any given year will be fully offset by the savings to be realized in the first two years of early retirement, and

   Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

   1. If an employee is granted a voluntary retirement incentive from Adirondack Community College, is at an age between fifty-five and sixty-two at the time of retirement, and has been employed at the college for fifteen years preceeding retirement, the faculty member shall receive a lump sum payment of $10,000 at the time of retirement if the retirement is approved by the Board of Trustees and meets the criteria.

The total lump sum payments made to retirees within the provision of this section will be limited to a total of $30,000 per year. Under extenuating circumstances, the administration, with the approval of the Board of Trustees, may approve incentives exceeding this amount. In addition to the lump sum payment, the college shall establish an annuity which will provide yearly income equal to $3,000 per year, plus an additional $200 per year for each year of service over ten years. This annuity shall begin the second year of retirement and will provide such income for up to six years.

In place of the annuity, a faculty member may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year.

Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

2. If an employee is granted a voluntary retirement incentive and is at age sixty-three through sixty-nine at the time of retirement, the college shall establish an annuity which will provide yearly income equal to $3,000, plus an additional $200 per year for each year of service over ten years. This annuity shall provide such income for up to seven years, provided that the retiree has been employed at the college for fifteen years preceeding retirement. Annunity payments shall not continue after the retiree reaches age seventy. A lump sum payment equivalent to the cost of an annuity may be chosen by the faculty member.

   Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

ARTICLE XVIII - SALARIES - SCHEDULE A:

No changes except as noted below:

B. Salary Plan:

1. 1985-1986 and 1986-1987:

Six percent (6%) of the average salary by rank (including equivalent classifications and designations) for the immediately preceeding year or six percent (6%) of the overall average salary for all General Faculty for the immediately preceeding year, whichever is greater plus the following adjustments:

1985-86: $150.00; 1986-87: $100.00.

These adjustments are to be paid to all General Faculty returning to employment as of October 1, 1985 or 1986 as appropriate. Adjustments are to be paid with the bi-weekly pay after October 1, 1985 or 1986 as appropriate and are to be considered as bonuses.

2. 1985-86 and 1986-87:

Six (6%) of the average salary of special adjuncts for the immediately preceeding year or three point six percent (3.6%) (60% of 6%) of the overall average salary for all General Faculty for the immediately preceeding year, whichever is greater plus the following adjustments:

1985-86: $90.00; 1986-87: $60,00.

These adjustments are to be paid to all Special Adjuncts returning to employment as of October 1, 1985 or 1986 as appropriate. Adjustments are to be paid with the bi-weekly pay after October 1, 1985 or 1986 as appropriate and are to be considered as bonuses.

On or about April 30, 1985 and before May 30, 1985, the parties to this Agreement will determine the percentage increase in the Consumer Price Index for the New York-Northeastern New Jersey Area for All Urban Consumers for the period from March 1984 to March 1985. A similar determination will be made for the period March 1985 to March 1986 on or about the above dates one year hence. The percentage of increase noted above (6%) will be employed except as replaced by the following tables:

For 1985-86:

CPI Percentage	Percentages Applied to Rank & Overall Salary
0% - 5.9%	6.0%
6.0% - 7.9%	7.0%
8.0% - 9.9%	8.0%
10.0% - 11.9%	9.0%
12.0% - 14%*	10.0%

For 1986-87:

CPI Percentage	Percentages Applied to Rank & Overall Salary
0% - 6.0%	6.0%
6.1% - 9.9%	Actual Percentage
10.0% - 14%*	10.0%

3. For 1987-88:

The parties to this extension herein agree to undertake discussions (no later than February 1, 1987) to negotiate compensation and fringe benefit terms for the 1987-1988 Academic Year. Such negotiations shall include consideration of prior college-wide discussion of the appropriateness of the notion of merit pay for teaching, advising and/or other contributions to the college.

*If CPI is in excess of 14%, salaries will be re-negotiated but in no event will the salary increase be less than 11%.

D. Promotion Increases:

	AI to AI2	Class I to Class II T11 to T12 Inst. to Asst. P.	Class II to Class III Asst P. to Assoc. P.	Class III to Class IV Assoc. P to Pro.
1985-86 and 1986-87	240	340	520	815

F. Stipend and Rate Increases:

	Div. Chairmen and Dir/Athletics	Overloaded & Summer Sch. (per Cred. Hr.)	Substitute Rate (55-min. hr.) Lect.	Lab.	Counselors, Asst. Lib. Recess Rate/Hr.
1985-86	1500	400	20.50	16.50	17.75
1986-87	1600	425	21.50	17.50	18.75

Other Items to be Resolved:

1. Substitution of 3 new Articles for existing Articles on Appointments (VIII), Promotion, Criteria & Procedures (IX) and Employment Contracts (XI).

2. Letter of Understanding - Two Presidential Awards

Addendum to the

Extension Agreement

between

The Faculty Association of Adirondack Community College

and

The Board of Trustees of Adirondack Community College

Setptember 1, 1985 to August 31, 1988

and extended to

August 31, 1990

The following additions to the existing Agreement (extending from September 1, 1982 to August 31, 1985) and amended thereto of October 20, 1983 and as extended to September 1, 1985 to August 31, 1988.

ARTICLE XVII -- Insurance/Retirement:

Add "D" and "E" as follows:

D. The College shall provide life insurance at a benefit level of two times annual earnings for all individuals described in ARTICLE III -- Recognition. Such coverage shall be provided for a first year premium of approximately $18,000 and shall be applied to those employed on a full-time basis for the 1987-88 academic year and beyond as extended by agreement. To be eligible for this coverage, individuals must be employed on a full-time basis by the College for at least one year and one day. Those individuals on leaves of absence without compensation shall not be covered by this insurance but may elect to continue coverage during their repective leave at their own cost and at the College's groups rate.

E. Long Term Disability Insurance

The College shall continue to provide long-term disability insurance for all faculty members who have completed one year of service. For employees not employed during the entire previous academic year as either full-time faculty or part-time Special Adjunct, there will be a waiting period of one year and a day. Basic benefits available from the established long-term disability insurance policy shall not be reduced over the period of the extension.

Substitue the following for Part A of Article XVII Insurance/Retirement:

A. Health Insurance

During the term of this Agreement, the College will pay the full premium for the "Individual Plan" and 95% of the "Family Plan (Individual and Dependent Coverage of the New York State Health Statewide Insurance Plan). For GHI Plan, if chosen in lieu of the Statewide Plan, the College will pay up to the equivalent dollar amounts above toward its share of the respective premium.

The Association will be notified of any change in the Health Insurance contract year by the Dean for Administrative Services a minimum of five months in advance of the new date. If the contract year remains the same as the previous year, no notification is required. Within ten days of notification, or by the 10th of the month established by prior year precedence, the employees represented by the Association shall be polled by the Association and shall have the option, by majority decision, to have abailable to the group, the following September 1, either the NYS Health Insurance (Statewide or GHI Plans) of BC/BS of NENY, Inc., Plan C (with coverage option in effect at the College, 1981-82). The Association shall notify the Dean for Administrative Services, in writing, of the results of this formal poll no later than the 17th of the same month each year.

If Plan C is adopted, the College will pay, as follows, its share of the monthly premium cost, up to an amount not to

exceed that which the College would pay as provided in paragraph 1 above, for those employees in (1) either Individual or Over 65 coverage, 100%; (2) in Two Person or Family Coverage, 95%; (3) in Over 65 and spouse's Individual (or Over 65) coverage, including Medicare, 95%.

In addition, the option to participate in the prescription drug program as offered by the America's Pharmacy, Inc., a Caremark Company in association with Empire Blue Cross Blue Shield shall be available for those employed on a full-time basis for the 1987-88 academic year and beyond as extended by agreement. The above described prescription drug program shall be available to appropriate personnel at no additional cost to the College. The College shall also make available a "managed Health Care Plan" as provided by Empire Blue Cross -- Blue Shield.

A joint committee composed of an equal number of administrative and Association representatives shall be established during the Spring of 1987 to study the feasibility of creating a "flexible benefits" program for College employees represented by the Association. This committee shall render a limited report on its recommendations no later than January 31, 1988. A final committee report shall be rendered no later than November 30, 1988.

By mutual agreement a program of "flexible benefits" may be instituted for the 1989-90 Academic Year. Any proposed "flexible benefits" program may be considered in discussions to negotiate compensation and fringe benefits for the 1989-90 Academic Year.

ARTICLE XVIII -- Salaries -- Schedule A:

No changes except additions as noted below:

B. Salary Plan:

1. 1987-88 and 1988-89

Six percent (6.0%) of the average salary by rank (including equivalent classifications and designations) for the immediately preceeding year or six percent (6.0%) of the overall average salary for all General Faculty for the immediately preceeding Academic Year, whichever is greater.

Upon submittal of appropriate documentation during the month of either November or April (1987-88 and 1988-89), the College will reimburse members of the General Faculty for up to $50.00 per academic year of dues paid for individual membership in professional organizations which are related to the individual's field of expertise. General Faculty members who do not submit and receive reimbursement for professional dues (as described above), will receive an adjustment of $50.00. This adjustment is to be paid with the bi-weekly pay after June 1, 1988 or 1989 as appropriate and is to be considered as a bonus.

2. 1987-88 and 1988-89:

Six percent (6%) of the average salary of special adjuncts for the immediately preceeding year or three point six percent (3.6%) (60% of 6%) of the overall average salary of all General Faculty for the immediately preceeding Academic Year, whichever is greater.

Upon submittal of appropriate documentation during the month of either November or April (1987-88 and 1988-89), the College will reimburse special adjuncts for up to $50.00 per academic year of dues paid for individual membership in professional organizations which are related to the individual's field of expertise. Special adjuncts who do not submit and receive reimbursement for professional dues (as described above), will receive an adjustment of $50.00. This adjustment is to be paid with the bi-weekly pay after June 1, 1988 or 1989 as appropriate and is to be considered as a bonus.

3. On or about April 30, 1988, the parties to this Agreement will determine the percentage increase in the Consumer Price Index for the New York -- Northeastern New Jersey Area for all Urban Consumers for the period from March 1987 to March 1988. The percentage increase noted above (6.0%) will be employed except as replaced by the following table.

CPI Percentage	Percentages Applied to Rank and Overall Salary
0% - 6.9%	6.0%
7.0% - 8.5%	7.0%
8.6% - 10.0%	8.0%
10.1% - 12.0%	9.5%
12.1% - Above	*

*If CPI Percentage is 12.1% or above, salaries will be renegotiated.

For 1989-90:

The parties to this extension herein agree to undertake discussions (No later than February 1, 1989 to negotiate compensation and fringe benefit terms (including the "flexible benefits" program referred to above) for the 1989-90 Academic Year.

4. After application of the 1987-88 salary plan as described above, minimum salary levels will be established effective September 1, 1987 as follows:

Special Adjuncts	$10,200
Assistant Instructor*	$17,000
Instructor*	$18,000
Assistant Professor*	$20,000
Associate Professor*	$23,000
Professor*	$27,000

*Including equivalent classifications or designations.

All faculty employed during the duration of this extension, shall have their base salary set at no lower than the minimum salary noted above. This provision will not prevent initial employment salary at higher levels than those noted above. For 1988-89, the minimum salary levels as described will be adjusted upward for the "appropriate" Percentages Applied to Rank and Overall Salary" linked to "CPI Percentage" as given in Table B3 previously.

D1 Promotion Increases:

	A1 to A2	Class I to Class TI 1 to TI 2 Inst. to Asst.
1987-88	255	360
1988-89	270	380

E1. Stipends:

	Div. Chair and Dir./Athletics
1987-88	1700
1988-89	1800

II P.	Class II to Class III Asst. P to Assoc. P.	Class III to Class IV Assoc. P. to Prof.
	550	865
	585	915

Overload & Summer School (per Credit Hour)
450
475

FAACC Members: This page was omitted fr
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2. Rates:

	Substitute Rat (55 Min. Hr.)	
	Lect.	Lab
1987-88	22.80	18.
1988-89	24.15	19.

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e	Counselors Asst. Lib. Recess Rate/Hr.	Credit by Exam (per Credit Hour)
55	19.90	20.00
65	21.10	20.00

Substitute for Article XXII Tuition Waivers, E as follows:

ARTICLE XXII

E. Tuition Waivers

Faculty members on a Continuing, Five Year Renewal or Probationary appointment are eligible for tuition waiver upon being hired. The faculty member is eligible for a tuition waiver equal to one full-time tuition per academic year.

In the semester following one year of employment, members of the employee's family (spouse and dependent children) are eligible to be included in the waiver program as described. When the waiver is applied to a member of the family, the waiver is reduced by financial aid (TAP, APTS, scholarsips, etc.) applicable to tuition.

After five years service, the faculty member is eligible for two full-time tuition waivers per year. These waivers can be allocated among the employee and family members as desired, but requires reduction of waiver by financial aid for family members.

Add to Article XIII Hours and Loads, B.1,c as follows:

In the interest of harmony between the Association and the College, the academic load of the Association President or Chair of the Negotiations Team shall be twelve credits per semester. Participation in Long-Range Planning and one monthly meeting of the Executive Committee shall be required of the President of the Association.

Adirondack Community College

Glens Falls, New York 12801 • (518) 793-4491

LETTER OF INTENT

The College will continue to strive to provide for alternative employment for any faculty member considered for retrenchment. The Dean of the College will provide a letter no later than one month prior to the effective date of retrenchment detailing alternative employment opportunities at the College. A copy of this letter shall be provided to the President of the Association.

For the Association

For the College

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF ADIRONDACK COMMUNITY COLLEGE

AND

THE FACULTY ASSOCIATION OF ADIRONDACK COMMUNITY COLLEGE

SEPTEMBER 1, 1982 - AUGUST 31, 1985

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AGREEMENT, made this 17th day of June 1983, by and between the BOARD OF TRUSTEES OF ADIRONDACK COMMUNITY COLLEGE, (hereinafter referred to as the "College," "Board," or "Employer"), and the FACULTY ASSOCIATION OF ADIRONDACK COMMUNITY COLLEGE (hereinafter referred to as the "Association").

Subject to the approval and ratification of the Board of Supervisors of Warren County, the Board of Supervisors of Washington County and the parties hereto:

Under the provisions of Chapter 392 of the Laws of 1967 of the State of New York, and to encourage effective and harmonious working relationships between the Board of Trustees operating through its administrative staff and the professional instructional employees of the College represented by the Faculty Association of Adirondack Community College, and to enable these members of the Faculty Association more fully to participate in, and to contribute to the development of policy recommendations for the College so that the cause of public higher education may best be served in Washington and Warren Counties.

ARTICLE I

TERM

This Agreement shall be in effect as of September 1, 1982 and shall remain in effect until August 31, 1985, inclusive of each date, and shall continue in effect thereafter unless either party shall notify the other, in writing, of a desire to terminate, amend or modify the same on or before February 15, 1985, or February 15 of any subsequent year.

ARTICLE II

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III

RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for all full-time employees of the College in the academic rank of Instructor, Assistant Professor, Associate Professor or Professor, and for those full-time employees of the College who have appointment as Assistant Librarian, Counselor, Technical Instructor or Assistant Instructor and those part-time employees entitled Special Appointment Adjunct for the purposes of negotiations regarding the terms and conditions of employment and in the settlement of grievances and for all lawful purposes under the laws of the State of New York. This recognition shall extend for the maximum period of unchallenged representation status authorized by law.

ARTICLE IV

DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. Academic Year - shall begin no earlier than September 1 and end no later than June 30. Normally the academic year shall run from the first day after Labor Day through Graduation Day. In the event of an emergency which necessitates the closing of the school during the normal academic year any time lost may be made up prior to June 30 (except during the period December 25 through January 1).

2. Fiscal Year - the fiscal year of Adirondack Community College, from September 1 through August 31.

3. Association - The Faculty Association of Adirondack Community College.

4. Board - The Board of Trustees of Adirondack Community College.

5. Parties - The Board of Trustees of Adirondack Community College and the Faculty Association of Adirondack Community College.

6. College - Adirondack Community College.

7. Employer - Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties.

8. Continuing Appointment - A full-time appointment to a position of Instructor, Assistant Professor, Associate Professor, and Professor for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with this contract.

9. Administration - The professional non-bargaining unit administrative personnel of Adirondack Community College.

10. Five Year Appointment - An appointment authorized by the Board for employment for five (5) successive academic years unless terminated in accordance with this Contract.

11. Term Contract - An employment contract for a specified period of time not to exceed one (1) full academic year.

12. President - The President of Adirondack Community College.

13. Dean - The Dean of the College of Adirondack Community College.

14. Dean for Administrative Services - The Dean for Administrative Services of Adirondack Community College.

15. Dean for Student Services - The Dean for Student Services of Adirondack Community College.

16. Librarian - The Administrator in charge of the library of Adirondack Community College.

17. Faculty Member - Any full-time teaching faculty member employed by the College in one of the four faculty ranks on either a term contract or on a continuing contract for the academic year and Special Appointment Adjunct on term contract.

18. General Faculty - Those persons employed full-time by the College as faculty members and counselors, assistant librarians, technical instructors and assistant instructors.

19. Counselor - Any full-time member of the general faculty of Adirondack Community College who is employed under the direct supervision of the Dean for Student Services to serve as counselor to students.

20. Assistant Librarian - Any full-time member of the general faculty of Adirondack Community College who is employed on the Academic Year basis under the supervision of the Librarian to serve the College and its students as a Librarian.

21. Technical Instructor - a member of the general faculty employed full-time on a term contract to teach occupational or technical classes and laboratories for Adirondack Community College.

22. Assistant Instructor - A member of the general faculty working under the direction of a faculty member and/or a technical instructor. The duties of an Assistant Instructor include conducting clinical and/or laboratory experiences. The determination and reporting of mid-semester and final grades shall be the responsibility of the faculty member and/or the Technical Instructor. For the life of this contract, Assistant Instructors will be used only in the clinical experiences and in the secretarial lab. If expanded beyond those areas, which is an administrative prerogative, the College will consult with the Association.

23. Personnel Policies - The Adirondack Community College Personnel Policies.

ARTICLE V

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Board, on their own and in behalf of the sponsoring Boards of Supervisors and the State University of New York, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulation, except as limited by the express terms of this Agreement.

ARTICLE VI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. Dues Deduction

   A. The College shall deduct from salary payments membership dues as certified by the Association and authorized in writing by the individual members of the Association and filed with the Dean for Administrative Services.

   B. The Association shall certify annually, no later than August 15, the amount of the dues to be deducted.

   C. Payroll deductions of dues can be added only for those employees covered by this Agreement whose continuing authorization is not on file on August 15, and who file proper authorization with the Dean for Administrative Services, no later than the second pay day in October. Such deductions shall begin with the first pay day in November.

   D. An employee may withdraw his/her dues deduction authorization at any time by written notice received by the Dean for Administrative Services on or before the first regularly scheduled pay date preceding the pay date the change is to be effected. The employee shall, at the same time, forward a duplicate copy of the written notice also to the Treasurer of the Association. The authorization once revoked may not be reinstated prior to the next August 15.

   E. Dues deductions shall be made in 22 consecutive pay periods (18 consecutive pay periods beginning with the first pay date in November for those added before the second pay day in October) beginning with the first pay date in September and shall be remitted to the Treasurer of the Association on or before the tenth (10th) of the month following the month in which the dues were collected.

2. Renegotiation Procedure

A. On or about the 15th day of February of the final year of this Agreement, the parties shall exchange proposals for the subsequent year's(s') Agreement. On or about the following March 1, both parties shall meet to begin substantive negotiations for the subsequent year's (s') Agreement. All meetings shall be at a time and in a place agreeable to both parties.

B. Those included in the negotiations shall be members of the teams, the groups they represent, and those serving as legitimate advisers.

C. While no formal agreement shall be executed without ratification by the Association, the Board, and the Boards of Supervisors of Warren and Washington Counties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and make compromises in the course of negotiating.

D. When the negotiating teams reach a final total agreement it shall be submitted to the Association and the Board and such submission together with accompanying recommendations for adoption will be supported by the negotiating teams of the respective parties hereto. After adoption by the parties, each shall continue to support the Agreement before the Boards of Supervisors of Warren and Washington Counties.

E. After public recommendations by a fact finder, both parties may release information on negotiations to the news media. Prior to this time, in the interests of good faith negotiations, this information shall be kept confidential to and by the members of the teams and the groups they represent.

3. Copies of this Agreement, when completely ratified, shall be made available by the College for distribution to each faculty member covered by this Agreement. Upon request, twenty-five (25) copies shall be made available to the President of the Association.

ARTICLE VII

ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

A. Academic Freedom

Faculty members, counselors, assistant librarians, assistant instructors and technical instructors are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties and subject to an arrangement with the administration where college facilities or contract responsibilities are involved.

The said employees are entitled to freedom in the classroom in discussing their subject, but they shall not introduce or cause to be introduced into their teaching controversial matter which has no relation to their subject. This freedom shall apply to the faculty member's recommendation of library books and textbooks within their discipline.

The said employees are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens they shall be free from institutional censorship or discipline.

As persons of learning and as college employees, they shall remember that the public may judge their profession and their institution by their utterances. Hence they shall indicate that they are not institutional spokesmen.

The counseling relationship and information resulting from working in a professional relationship with students shall be kept confidential but with appropriate regard to the "Freedom of Information" law of this State.

B. Professional Responsibility

The concept of academic freedom must be accompanied by an equally demanding concept of professional responsibility. Institutions of higher education are committed to open and rational discussion as a principal means for the clarification of issues and the solution of problems.

The personal life of a member of the academic community is not within the appropriate concern of the College except in such instances when the same is a detriment to the performance of his duties or brings opprobrium upon the institution. The use of physical force, psychological harassment, or other disruptive acts which interfere with institutional activities, freedom of movement on the campus, or freedom of all members of the academic community to pursue their rightful goals, is the antithesis of academic freedom and responsibility. So, also, are acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer, and to pursue research.

It is incumbent upon each member of the academic community to be acquainted with his/her individual responsibilities as delineated by appropriate institutional statements.

Additionally, it is the responsibility of all members of the academic community to attempt, honestly and in good faith, to preserve and defend the institution, its personnel, the goals its espouses, without restricting the right to advocate change.

A faculty member involved in extra-curricular activities such as the yearbook, newspaper, dramatics, cultural affairs or student organizations is contributing to the educational development of his/her students, and as such, is entitled to freedom from unwarranted and capricious controls in the direction and supervision of these activities. As an advisor, he/she shall be entitled within the guidelines established as provided herein, to hold and express any view or opinion not contrary to law involving, but not limited to, social, economic, political, artistic and educational issues related to the activity he/she is supervising.

To deal with the problems of freedom and responsibility in this area, a standing faculty committee (Student Affairs) has been established. It is composed of the Dean for Student Services, ex-officio, the Director of the Student Center; two members of the teaching faculty; and two students. The duties of the committee are as follows:

The Student Affairs Committee shall be responsible for the development and annual review of the policies and guidelines for extra-curricular activities and their publication following approval by the President and the Faculty. In drawing up and revising these guidelines, the Committee shall recognize and take into account institutional and community standards when dealing with controversial matters. It shall be the responsibility of this Committee to provide the Administration, the Faculty, and the Faculty Advisors with advice, counsel, and clarification in the implementation of the policies and guidelines relating to extra-curricular activities.

The present guidelines for student publications shall remain in effect until or unless replaced by the provisions above.

ARTICLE VIII

APPOINTMENTS

A. Appointments to positions covered by this Agreement shall be at the discretion of the Board upon the recommendation of the President. In making his/her recommendation to the Board, the President shall consider the recommendation(s) of the division in which the appointment is to be made.

B. Determination of Rank or Classification

1. The rank of new faculty shall be determined as follows:

a. New faculty will be given rank and will be placed on a salary according to educational background and experience.

b. An earned Master's degree or equivalent in the subject for which the appointment is to be made shall be the prerequisite for all appointments as instructor. Professional certificates in his/her teaching field which require a baccalaureate degree as a prerequisite may be accepted in lieu of a master's degree.

c. Upon initial employment, an evaluation of prior experience will be written and maintained in the individual's personnel file.

d. Initial appointment as Assistant Professor shall be contingent upon:

1. An earned master's degree in the subject or a professional certificate in his/her teaching field which requires a baccalaureate degree as a prerequisite, and

2. Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area. Germane current full-time experience in industry, a profession or business may be considered, and

3. Four years of college teaching or equivalent professional experience in his/her subject area, such as high school teaching, or work experience. Generally, two or more years of such full-time, equivalent professional experience shall be counted as one year of college teaching experience.

e. Initial employment as an Associate Professor shall be contingent upon a minimum of 24 graduate semester hours in addition to the master's degree and directly related to his/her teaching field and a minimum of nine years of college teaching.

f. Initial appointment at the rank of Professor shall not be made, other than as an exception by the Board of Trustees.

g. Generally, in computing years of teaching experience, only full semesters of full-time teaching shall count. However, appropriate part-time teaching may be considered and evaluated.

h. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in A, b above).

i. The criteria stated above are generally to be considered minimum requirements, but other criteria in lieu of or supplementing those here stated may also be considered.

2. The classification of new Counselors and Assistant Librarians shall be determined as follows:

a. New Counselors and Assistant Librarians will be given classification and will be placed on a salary according to their educational background and experience.

b. An earned master's degree in counseling or student personnel work for Counselors and in library science for Assistant Librarians from an accredited institution shall be the prerequisite for all appointments in Classification I.

c. Initial appointment in Classification II shall be contingent upon:

1. The appropriate earned master's degree as stipulated in b, above, and

2. Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's field, and

3. Four years of full-time college employment as Counselor or professional Librarian (as appropriate) or equivalent professional experience in his/her field. Generally, two or more years of such full-time equivalent professional experience shall be counted as one year of college experience.

d. Initial employment in Classification III shall be contingent upon a minimum of 24 graduate semester hours in addition to the master's degree and directly related to the candidate's field and a minimum of nine years of full-time college professional experience in library work or counseling as appropriate.

e. Initial appointment in Classification IV shall not be made, other than as an exception by the Board of Trustees.

f. Generally, in computing years of professional experience, only full semesters (or quarters) of full-time professional employment shall count. However, appropriate part-time professional experience may be considered and evaluated.

g. The criteria stated above are generally to be considered minimum requirements, but other criteria in lieu of or supplementing those here stated may also be considered.

h. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level.

3. Technical Instructors

Technical Instructors will be employed and placed on salary within the limits of the salaries for Instructors, with consideration to the amount of experience and/or training in the specific technical area(s) for which employed.

4. Assistant Instructors

Assistant Instructors will be employed and placed on salary within the limits of the salary for Assistant Instructors. In the nursing area, consideration may be given to any previous teaching experience in nursing. It is expected that in addition to holding the R.N. for New York State, the Assistant Instructor will have had experience as a nurse.

C. Procedure for the Employment of New Professional Personnel

1. It is the responsibility of the President to recommend employment of professional personnel to the Board of Trustees.

2. It is the responsibility of the Dean to recommend employment of professional instructional and library personnel to the President. It is the responsibility of the Dean for Student Services to recommend employment of Counselors.

3. The following procedures will be followed in the selection of professional personnel covered by this Agreement:

a. When a professional employee is to be initially employed on a term contract, the President is responsible for soliciting candidates. He obtains applications, confidential references and other data on which employment judgments can be based and during the selection process makes these available for perusal in the President's Office to:

1. The Dean or Dean for Student Services

2. The Division Chairman or Librarian, and

3. Interested members of the appropriate division or category.

b. Applications and any supporting documents shall at all times be in the custody and supervision of the President.

c. The integrity of the confidential documents shall be maintained by all who are granted access to them.

d. The President, the Dean, the Dean for Student Services, the Librarian, and the Division Chairman as appropriate, shall give consideration to the recommendations of all persons involved in the selection process.

e. The President then recommends one or more candidates to the Board.

4. Nothing stated herein shall limit the authority and responsibility of the President to make recommendations to the Board for employment, although, in general, the President will follow the procedures outlined above.

ARTICLE IX

PROMOTION, CRITERIA AND PROCEDURES

A. Promotions - Criteria

1. Faculty Members in the Four Academic Ranks

An earned master's degree and the following criteria are generally to be considered minimum requirements but other criteria in lieu of or supplementing those here stated may also be considered:

a. Promotion from Instructor to Assistant Professor:

1. Four years of college teaching experience and

2. Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area, or

3. Five years of full-time college teaching experience. Germane current full-time experience in industry, a profession or business may also be considered.

b. Promotion from Assistant Professor to Associate Professor:

1. Nine years of college teaching experience with at least three years of it at this College, and

2. Eighteen semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area.

c. Promotion from Associate Professor to Professor:

1. Fifteen years of college teaching experience, at least five years of it at this College, and

2. An earned doctorate in the field or a related field, or

3. Is a faculty member on a full-time contract during 1973-74 at the College who has completed at least 36 semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area and who has rendered unusually meritorious service in his field and to the College.

d. Generally, in computing years of teaching experience, only full semesters of full-time teaching shall count. However, appropriate part-time teaching may be considered and evaluated.

e. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in Article VIII, B, 1, b.)

f. At any time prior to his/her applying for promotion, a faculty member may request an evaluation of his/her previous germane experience. The request shall be made to the Dean through his/her Division Chairman. The Dean shall consult with the Division Chairman and a recommended evaluation of the previous experience shall be prepared and included in the faculty member's personal file.

g. As a general guideline, two years of full-time professional teaching experience at the secondary level (grades 9 through 12) will be equated as one year of college teaching experience if germane to the discipline taught at the College -- up to a maximum of one-third of the minimum experience requirement for promotion.

2. <u>Counselors and Assistant Librarians</u>

An earned master's degree and the following criteria are generally to be considered minimum requirements but other criteria in lieu of or supplementing those here stated may also be considered.

a. Promotion from Classification I to Classification II.

1. Four years of counseling (for Counselors) or professional library work (for Assistant Librarians) at the college level, and

2. Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's professional duties, or

3. Five years of college professional experience. Germane full-time experience in industry, a profession or business may be considered.

b. Promotion from Classification II to Classification III.

1. Nine years of college professional experience with at least three years of it at this College, and

2. Eighteen hours of graduate work in addition to the master's degree and directly related to the candidate's professional duties.

c. Promotion from Classification III to IV

1. Fifteen years of college professional experience with at least five years of it at this College, and

2. An earned doctorate in the field or a related field, or

3. Is a Counselor or an Assistant Librarian on full-time contract during 1973-74 at the College who has completed at least 36 semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area and who has rendered unusually meritorious service in his field and to the College.

d. Generally, in computing years of professional experience, only full-time employment as a Counselor or professional Librarian shall count; however, appropriate part-time employment may be considered and evaluated.

e. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree.

f. At any time prior to his/her applying for promotion, a Counselor or Assistant Librarian may request an evaluation of his/her previous germane experience. The request shall be made to the Dean through the Librarian (for Assistant Librarians) or through the Dean for Student Services (for Counselors). The Dean shall consult with the Librarian and a recommended evaluation of the previous experience shall be prepared and included in the Assistant Librarian's file. For Counselors, the Dean for Student Services prepares the evaluation.

3. Technical Instructors

a. Credit for promotion from Technical Instructor I (T. I. I) to Technical Instructor II (T.I.II) will be computed as follows:

1.	For 5 years at T.I.I at Adirondack	75 U.G. SH Cr.
2.	For one semester equivalency of actual approved college credits*	15 U.G. SH Cr.
	(Cont. Ed. Units, CEU's, at 4 CEU's/ sem. hr. cr. and/or 15 undergraduate sem. hr. credits/year of post-secondary trade school are considered equivalencies).	
3.	For 2 years germane work experience (experience subsequent to high school)	30 U.G. SH Cr.
	Total Bachelor's Equivalency	120 U.G. SH Cr.

*(previous to or concurrent with teaching at Adirondack)

4. Required master's equivalency will be computed as follows:

a. Work experience at 5 grad. sem. hr. cr./extra yr.	Grad SH Cr.	
b. Non-college teaching at 5 grad. sem. hr. cr./yr.	"	"
c. College teaching at 6 grad. sem. hr. cr./extra yr.	"	"
d. Graduate sem. hr. credits or equiv. at 4 Cont. Ed. Units (CEU's/sem. hr. cr.)	"	"
Total = Master's equivalency	30 "	"

4. Assistant Instructors

a. Promotion from Assistant Instructor I (A.I. I) to Assistant Instructor II (A.I.II)

1. Five academic years of full-time service as an Assistant Instructor I at this College.

2. A bachelor's degree in the appropriate area, and

3. Completion of a minimum of three appropriate graduate courses approved in advance (or ratified for current full-time employees) totaling at least 9 semester hour credits after continuous employment as an A.I. at Adirondack.

B. Procedures for Promotions

1. An employee may request consideration for promotion no later than February of the calendar year in which the promotion shall take effect. The employee's immediate supervisor may also initiate these procedures before February 1. In either case, the employee shall submit two (2) copies of the Biographical Data form: one to his/her immediate supervisor and one to the Promotions, Continuing Contract and Appointments Committee (PCCA) no later than February 1.

2. Before March 1, the Division Chairperson or Supervisor shall forward to the appropriate Dean his/her written recommendation and the consensus of the members of that Division /Unit with a copy to the PCCA Committee. He/she shall notify the employee in writing that this has been done. However, any individual who has submitted a recommendation to the Supervisor may, at his/her option, submit copies also to the PCCA Committee and to the appropriate Dean.

3. The PCCA Committee shall forward its written recommendations to the appropriate Dean before April 1, and shall notify the employee in writing that this has been done.

4. Before May 1, the appropriate Dean shall forward his/her recommendation to the President, together with the aforementioned documents.

5. If the President intends to make a negative recommendation he/she shall discuss his/her recommendations with the employee prior to the meeting of the Board.

6. The President shall make his/her recommendation to the Board in time to permit a decision by the Board no later than the regular May meeting of the Board.

7. The President shall inform the employee in writing of the Board's action within one (1) week thereafter.

8. Promotions shall take effect at the beginning of the following academic year.

9. Notice of a promotion shall be given to an employee who is promoted before release to the news media.

10. Before the release of a formal notice of a vacancy or a new position in the professional staff is made, a copy shall be posted on the bulletin board next to the faculty mailboxes and another copy placed in the Association President's mailbox.

ARTICLE X

STAFF TRAVEL

A. It is the responsibility of each employee who works with students to maintain and to improve his/her professional growth. To this end, the College subsidizes participation in professional meetings, workshops and appropriate conferences to the extent that the budget and prudential considerations permit. In addition, the College encourages the members of the professional staff to suggest and to recommend to the appropriate Dean through the appropriate Supervisor, guest lecturers, in-service seminars on campus, and other means to support professional growth. Where the resources of the College will permit, the appropriate Dean will request necessary and reasonable support from the President who shall make the final decision.

B. Field Trips

In determining their educational soundness and practicability, field trips require the prior approval of the Division Chairperson or Supervisor and the Dean. When a College vehicle is not available, the staff member may use his/her own car and the College will reimburse him/her at the mileage rate provided in Paragraph "C" hereof.

C. Off-Campus Assignments

Staff members who have scheduled College duties mandating travel by private vehicle to an off-campus facility will be reimbursed at the same mileage rate as the highest of Warren or Washington Counties. The effective date of change of rate shall be September 1 and/or February 1. Reimbursement will be made for the actual extra miles of distance beyond the necessary travel which would have been required had the assignment been on campus. Proper documentation and forms will be submitted on a monthly basis. Payment will be made monthly. The College will provide the necessary forms and will determine the nature of the necessary documentation.

D. When properly authorized and approved by the appropriate Supervisor or Division Chairman and the appropriate Dean and the President, the necessary and reasonable expenses at professional meetings, conferences and workshops will be reimbursed by the College. For authorized field trips,

only mileage will be reimbursed unless such a field trip extends overnight. For reimbursement for professional travel outside the State of New York, prior approval must be granted by the Board and requests must, therefore, be processed through the appropriate Supervisor or Division Chairman and the appropriate Dean and the President in time for presentation to the Board at one of its regular meetings prior to the date of such travel. Reimbursement shall be made by the College when proper receipts and a copy of the Request for Travel Authorization bearing the approvals as indicated above, are submitted to the Dean for Administrative Services through the appropriate Supervisor or Division Chairman and the appropriate Dean and the President. The Request for Travel Authorization lists the receipts required. For reimbursement for travel outside the State of New York, the Request for Travel Authorization must bear the date of Board approval as well.

ARTICLE XI

EMPLOYMENT CONTRACTS

A. Appointments

1. Faculty Members in the Four Academic Ranks

Appointments to the full-time teaching faculty shall normally be for a single academic year on a term contract for the first three (3) years of teaching service. The fourth contract issued by the College after three (3) full regular academic years of continuous service shall be a continuing contract. The continuing contract shall terminate at the end of the academic year which falls within the fiscal year in which he/she reaches his/her 70th birthday.

2. Counselors, Assistant Librarians, Technical Instructors and Assistant Instructors

Appointments to the full-time position of Assistant Librarian, Counselor, Technical Instructor and Assistant Instructor shall be for a single academic year for the first five (5) full years of professional service. The sixth contract issued by the College after five (5) full regular academic years of service (so long as any interruption in service does not in total exceed three [3] years) shall be a contract for five (5) consecutive academic years. Each subsequent contract shall be for five (5) consecutive academic years. The final contract up to but not exceeding five (5) years shall terminate at the end of the academic year which falls within the fiscal year in which he/she reaches his/her 70th birthday.

All Assistant Librarians, Counselors, Technical Instructors and Assistant Instructors shall be given credit for the number of years of full-time service at this College toward the granting of the first five-year contract.

B. Special Appointment Adjunct Faculty

1. Must be at least 60% of full-time load not to exceed 24-hours per year including overload;

2. Must have one (1) office hour for every 3-credit hours taught;

3. Must have advisees at level comparable to teaching load;

4. Must participate in all professional activities at a level comparable to teaching load -- e.g. Committee Work, Inservice Activities, etc.;

5. Are excluded from the provisions of Article XIII, Section C.

6. In establishing the initial pay rate for each candidate, his/her education and experience would be evaluated by the Dean. Salary levels will be comparable to pro rated full time positions;

7. Special Appointment Adjunct Faculty will receive pro rated sick leave and personal leave; will be provided health insurance, retirement and pro rated waiver of tuition benefits, but will be ineligible for sabbatical leave;

8. Special Appointment Adjunct Faculty will not be eligible for continuing contract and, once established, will not be expected to fluctuate credit hours. If an additional course is given to a Special Appointment Faculty in a particular semester, compensation for that additional course will be at the contract overload rate. Should a full-time position become available in an area for which a Special Adjunct is qualified, the person will be given consideration along with other applicants for the position.

C. Contract Terms

1. Term Contracts

All term contracts shall terminate at the end of the academic year for which issued. A contract for full-time service for less than an academic year shall terminate on the date specified in the contract.

2. Continuing Contracts

Continuing contracts shall terminate for cause, retrenchment, resignation, or retirement.

3. Five-Year Contracts

Five-year contracts shall terminate for cause, retrenchment, resignation, or retirement. The same criteria shall apply for the renewal of five-year contracts.

4. The term contract, five-year contract or salary notice sent annually to each full-time faculty member, counselor or assistant librarian shall specify the academic rank or classification, as appropriate.

D. Contract Renewal

1. Faculty Members in the Four Academic Ranks

a. On or prior to March 1, as to employees in their first year of employment, February 1 as to employees in subsequent years of employment, faculty members shall be advised in writing of the renewal/non-renewal of contracts and the granting of continuing contracts.

b. A faculty member whose contract is not to be renewed or is not to be granted a continuing contract shall be informed of such fact as far in advance of February 1 or March 1 as may be appropriate and convenient on an informal and confidential basis.

c. The Division Chairmen shall make recommendations as to the renewal/non-renewal of contracts of employees within their respective divisions on or prior to December 15.

d. It is mutually agreed that where a decision has been made by the President not to recommend renewal of contract or the granting of continuing contract, this information will be given informally to the faculty member by the President in confidence as far in advance of the February meeting of the Board as a decision is reached. Such decision shall be arrived at by the President only after consultation with the Dean and the appropriate Division Chairman.

e. Notice of renewal of contracts, the granting of continuing contract, or a negative decision shall be given in writing to the faculty member involved no later than one week after the decision has been made by the Board. In the absence of a ratified Agreement between the Association and the Board for the subsequent academic year, such notice shall temporarily replace the term contract or continuing contract for the subsequent academic year, and shall constitute a binding agreement to offer the contract when the Agreement has been ratified.

2. Counselors and Assistant Librarians

a. On or prior to March 1, as to employees in their first year of employment, February 1 as to employees in subsequent years of employment, Counselors and Assistant Librarians shall be advised, in writing, of the renewal/non-renewal of term or five-year contracts and the granting of five-year contracts.

b. An Assistant Librarian or Counselor whose contract is not to be renewed or who is not to be granted a five-year contract shall be informed of such fact as far in advance of February 1 or March 1 as may be appropriate and convenient on an informal and confidential basis.

c. The Librarian as to Assistant Librarians and the Dean for Student Services as to Counselors, shall make recommendations as to the renewal/non-renewal of contracts of employees within their respective areas on or prior to December 15.

3. Technical Instructors

As soon as preregistration figures give a reasonably firm indication of the enrollment for the following Fall semester, but no later than July 15, Technical Instructors shall be advised, in writing, of the renewal/non-renewal of contracts. It is recognized that Technical Instructors may be part-time in some semesters and full-time in others, according to the need for their services.

4. Assistant Instructors

On or prior to June 15, Assistant Instructors shall be advised, in writing, of the renewal/non-renewal of contracts.

5. The Division Chairmen shall make recommendations as to the renewal/non-renewal of contracts of Technical Instructors and Assistant Instructors within their respective divisions, on or prior to May 15.

6. Contracts shall be returnable by the employee to whom issued ten (10) days or less after receipt by the employee except that extension of time may be granted by the President.

7. For those employees who are appointed full-time at other than the start of the academic year, notice of renewal or non-renewal shall be mailed to the last known address of the employee no later than the day following commencement.

E. Contract Termination

1. Resignation

Resignations from a term contract, a continuing contract, or a five-year contract shall be submitted, in writing, to the President no later than June 1 before the resignation is to take effect.

2. Retrenchment

Subject to the procedures set forth hereinafter, the services of bargaining unit members may be terminated by the College in the event of a catastrophe, program change, curriculum revision, enrollment change, statutory revision, budgetary limitation, fiscal or financial modification or stringency, or other contingency to be so specified. If the President anticipates retrenchment may be necessary he shall consult with the Dean who shall solicit advice and recommendations from the Chairmen of all Divisions. The Dean shall also notify the President of the Association. Before making his recommendation to the Dean, the Chairman of the Division in which retrenchment is anticipated shall discuss the matter with the members of the Division and solicit opinions. The President shall consider these recommendations and make his own recommendations to the Board.

a. If the President anticipates retrenchment which may affect the Technical Instructors or the Assistant Instructors, he shall consult with the Dean, who shall solicit advice and recommendations from the Chairman of the Division. The Dean shall also notify the President of the Association. The President shall consider these recommendations and make his own recommendation to the Board.

b. Affected employees, within a given department, discipline or subdiscipline shall be terminated due to retrenchment on the basis of the following applicable criteria:

Instructional Employees:

i. When instruction in the discipline is to be continued, the most effective instructional employee(s) will be retained.

ii. When instruction in the discipline is to be continued the most qualified instructional employee(s) will be retained.

iii. When instruction in the discipline is to be continued, the employee(s) with the earliest initial date of employment in the bargaining unit shall be retained.

Non-Instructional Employees:

i. The educational needs of the students and the purposes of the College.

ii. The professional qualifications of the Counselors or Assistant Librarians.

iii. The date of initial appointment to the faculty, generally those with the earliest initial date of employment in the bargaining unit shall be retained.

c. An employee with three (3) or more consecutive years of full-time employment, whose employment has been terminated for retrenchment, shall be offered employment for the same position or a related position for which qualified for a period of three (3) years from the date of last employment at the College.

d. An employee when rehired will be placed at the salary (and, if applicable, rank) held when employment was terminated and with full credit for past experience at the College.

e. The College will assist an employee whose employment has been terminated to secure a new position elsewhere by (1) informing the employee of known professional openings for which qualified and (2) replying to all requests for references from prospective employers.

f. An employee other than an Assistant Instructor or a Technical Instructor whose employment is to be terminated for retrenchment will be informed in writing by the College no later than September 30 of the year before the termination is to take place when such termination is to be effective at the start of the next fall semester or no later than February 1 of the academic year before the termination is to take place when such termination is to be effective at the start of the spring semester, except in emergencies due to act of God or war and, in the event of same, the President of the Association shall be kept advised. Assistant Instructors whose employment is to be terminated for retrenchment will be notified in writing as soon as possible but no later than the regular June meeting of the Board. Technical Instructors will be similarly notified as soon as possible but no later than July 15.

g. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice to qualified employees. Such notice shall be by Registered or Certified Mail addressed to the last address filed in the Office of the President by the employees. If an employee fails to notify the Office of the President,

in writing, within two (2) weeks of receipt of notice of reinstatement/recall indicating acceptance thereof (or within four [4] weeks of mailing thereof), the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.

3. Termination for Cause

There is incorporated herein and made a part of this Agreement by this reference the "Letter of Intent to Revise Personnel Policies of the Board of Trustees, Title D, Termination for Cause, dated December 1, 1979."

ARTICLE XII

FACILITIES

A. Offices

1. The assignment and reassignment of offices will be the responsibility of the appropriate Administrator: for those whose primary duty is teaching, the Dean, after consultation with the appropriate Division Chairperson; for Counselors, the Dean for Student Services; for Assistant Librarians, the Librarian.

2. Attempts will be made to provide comfortable and convenient office space with appropriate furnishings such as chairs, desks, and files. Each Counselor shall have a private office; others will have space as the number of offices available and the number of persons employed will permit, the decision being made by the Dean.

3. Each Division Chairman will have a private office, suitably equipped, and with a telephone operating through the switchboard of the College.

4. Any request for a change in office assignments shall be made in writing to the appropriate Administrator (as specified in paragraph #1 of this section) on or before April 30.

B. Faculty Secretaries

Three (3) faculty secretaries, each assigned to a faculty supervisor designated by the Dean for Administrative Services in concurrence with the Dean, will be employed. Faculty will plan their requests of the faculty secretaries far enough in advance so that the work may be spread out in time. Faculty secretaries will not be permitted to do work of a personal nature for the faculty.

C. Keys and Building Security/Mailboxes

1. A faculty person, upon request to the Business Office, shall be issued and charged out with keys to the outside door of the building in which his/her office is located, his/her office, his/her lab or other special room requiring locking, his/her desk, and file. Keys

are not to be duplicated nor transferred to other staff members. For security reasons, loss of keys shall be reported promptly to the Business Office. Keys shall be returned to the Business Office at any time they are no longer needed and at the termination of employment.

2. All faculty will assist in maintaining and insuring the security and protection of College property.

3. So that mailboxes may be available to faculty in the evening, access to the Administration Building shall be available to 8:15 p.m. on days when evening classes are in regular session.

4. Every staff member covered by this Contract who is assigned a mailbox may, by written request to the Dean for Administrative Services, obtain a mailbox without general access; however, such option once chosen shall remain in effect for the remainder of the fiscal year.

D. Counselor's Offices

1. Assignment and reassignment of Counselor's Offices shall be the responsibility of the Dean for Student Services in consultation with the Dean for Administrative Services.

2. Each Counselor will be provided office space furnished with a desk, chair, file cabinet, two bookcases and one side chair with a telephone operating through the central switchboard of the College.

E. Assistant Librarian's Offices

Each Assistant Librarian will be assigned a private desk.

ARTICLE XIII

HOURS AND LOADS

A. Work Year

The salary work year for all persons covered by this Agreement shall be from September 1 to the following June 30.

B. Faculty

The determination of teaching schedules, class sizes, room and site of assignments, is the responsibility of the Dean of the College. Before making these decisions, insofar as it is feasible, the Dean shall continue to receive recommendations from Division Chairmen. The Division Chairmen shall continue to make their recommendations in consultation with the appropriate members of the Division. However, it is the policy of the College to foster the development of innovative programs and procedures designed to improve effectiveness of the educational program. Toward this end, the Administration, in recognition of the expertise, knowledge and experience of the faculty, invites and urges the active involvement of the faculty in developing recommendations for such innovations.

1. Faculty Loads

a. The scheduled full-time faculty and Technical Instructor teaching load will not exceed thirty (30) contract hours per academic year. A contract hour is equal to one contact hour in either a lecture or recitation class and 2/3 of an hour in a laboratory class. Under no circumstances will this provision increase the total contact hours agreed to in the 1979-82 Agreement of the parties hereto. Laboratory hours are defined to include:

1. Science Labs

2. Studio hours in art, film, dance, music and photography

3. Secretarial Labs

4. Engineering Labs

5. Group Tutorial Labs

6. Language Labs

7. Physical Education activities

8. Nursing Laboratories

9. Occupational and Technical Labs

10. Theatre Labs

b. Physical Education Loads

The members of the Physical Education Faculty shall be responsible for conducting and coaching Intercollegiate Athletics and conducting Intramurals. In addition to his/her P.E. course assignments, no one coach shall be required to coach more than 12 instructional clock hours per semester, in accordance with the athletic instructional clock hour valuation criteria provided for in this Agreement. (Activities will not necessarily include all or be limited to those listed.)

Semester	Men or Women	Activity	Instructional Clock Hour Credit	Length of Season and Intercollegiate Contest Days
Fall	W	Coaching Varsity Soccer	4	2 Mo. & Approx. 8 Contest Days
Fall	M	Coaching Varsity Soccer	7	2 1/2 " " " 15 " "
Fall	M/W	Coaching Varsity Cross Country	4*	2 " " " 12 " "
Fall	M	Coaching Varsity Golf	3	1 1/2 " " " 8 " "
Fall	W	Coaching Varsity Tennis	4	1 1/2 " " " 8 " "
Fall	M	Coaching Varsity Tennis	3	1 1/2 " " " 4 " "
Fall	W	Coaching Varsity Volleyball	5	2 " " " 16 " "
Fall	W	Coaching Varsity Field Hockey	4	2 " " " 12 " "
Fall	M	Coaching Varsity Basketball	8	2 1/2 " " " 12 " "
Fall	W	Coaching Varsity Basketball	2	1 " " " 4 " "
Fall	M	Coaching Varsity Wrestling	6	2 1/2 " " " 8 " "
Fall	M/W	Coaching Varsity Cheerleaders	1	8 " "
Fall	M/W	Conducting Intramurals (4 days/week)	3	(13 Weeks)
Spring	M	Coaching Varsity Basketball	8	2 1/2 " " " 12 " "
Spring	M	Coaching Varsity Wrestling	6	2 1/2 " " " 8 " "
Spring	W	Coaching Varsity Basketball	6 (+2 for Fall)	2 " " " 16 " "
Spring	M	Coaching Varsity Tennis	5	2 1/2 " " " 12 " "
Spring	M	Coaching Varsity Track	4	8 " "
Spring	W	Coaching Varsity Softball	4	2 1/2 " " " 10 " "
Spring	M/W	Coaching Varsity Skiing-Alpine	5	4 " " " 10 " "
Spring	M/W	Coaching Varsity Skiing-Nordic	5	4 " " " 10 " "
Spring	M/W	Coaching Varsity Bowling	4	1 1/2 " " " 11 " "
Spring	M/W	Coaching Varsity Cheerleaders	1	8 " "
Spring	M/W	Conducting Intramurals (4 days/week)	3	(13 Weeks)
Fall	M/W	Directing Athletics	4	(A workload beyond the instructional clock hours allowed is recognized by the College which provides an extra emolument for the Director of Athletics, as specified in this Agreement.)
Spring	M/W	Directing Athletics	4	

*3 I.C.H if only one team is fielded.

If the actual number of intercollegiate contest days exceeds or falls short of the number listed above by more than 25%, assignments may be reduced or increased, as appropriate, by the Dean and/or President, during that semester or the semester following.

c. Overload is voluntary on the part of the faculty member. The College has no obligation to assign overload courses to faculty members volunteering therefore. If the Dean plans to assign more than thirty (30) contract hours per academic year he/she shall consult the Division Chairperson and the faculty member and give consideration to the number of preparations. If the overload is assigned the faculty member will receive compensation based on the Overload and Summer School credit hour rate.

d. Full-time faculty shall be considered first for any overload appointments for which they are qualified as determined by the Dean of the College in consultation with the appropriate Division Chairperson. A list of priorities for overload appointments shall be established each college year on the basis of rank and service (in that order). It is the responsibility of each faculty member to indicate their willingness to accept an overload assignment two months prior to the beginning of the semester.

e. Unless it is in the specific best interest of the College, no faculty member will be scheduled for more than four contract hours of overload in any semester. The determination of the best interest of the College is the responsibility of the Dean of the College.

f. The Dean in establishing class schedules will recognize the following considerations as relevant:

   i. The needs of students to meet requirements for the degree;

   ii. The number of preparations of each faculty member;

   iii. The limitations imposed by the classrooms, laboratories, and equipment available;

   iv. The provision of classes in the evenings;

   v. Spreading faculty and student loads over the five-day work week;

   vi. Avoiding a faculty schedule which includes more than two evenings per week.

2. Division Chairpersons

Except as modified by other provisions of this Article, a Division Chairperson will not be required to teach more than 21 contract hours for the academic year.

3. Assistant Instructors

In accordance with the provisions of this Agreement, and in consultation with the Dean of the College, the determination of work hours and duties of the Assistant Instructors is the responsibility of the Chairperson of the appropriate division. These persons will not be required to work more than 36 contact hours per week. (A contact hour for Assistant Instructors is 55 minutes.)

4. Counselors and Assistant Librarians

The determination of Counselors' hours and duties is the responsibility of the Dean for Student Services. In consultation with the Dean of the College, the determination of work hours and duties for Assistant Librarians is the responsibility of the Librarian. These persons shall not be required to be on duty for more than an average of 37 1/2 hours per week nor for more than 30 weeks over a 32 week academic year. However, time worked during the Winter Recess will be paid for at the hourly recess rate as provided in Article XVIII. If an individual elects and his/her supervisors agree, payment for all or part of the work scheduled and performed during the Winter Recess may be on a compensatory time basis.

C. Other Employment

1. Faculty members owe primary attention to their College duties and may accept outside employment or other commitments during the regular semester sessions of the College only if such outside employment or commitments do not interfere with or reduce the faculty member's service to the College and/or its students. As a matter of professional courtesy, notice of such outside employment or commitment should be given to the President.

2. Persons covered by this Agreement may by mutual agreement be engaged and paid by the College for special professional duties connected with non-credit service courses. The approval of the Dean is required for all such duties. The amount of remuneration shall be arranged by mutual agreement between the faculty member and the appropriate administrative officer(s) of the College.

3. When a faculty member (who is not a member of the physical education staff) volunteers to coach an inter-collegiate athletic team without remuneration from the athletic budget, this Agreement must be approved by the appropriate Division Chairperson, who will report it to the Dean. The Dean will seek prior to the start of the semester to reduce the assignment for that faculty member subject to agreement with the faculty members of his/her division, and provided it can be done without injury to the program of the College. Intercollegiate athletic activities are not supported by direct financial payments from the College operating budgets.

D. Other Conditions

1. The faculty member shall meet and conduct all classes as regularly scheduled unless prior notice has been given and approval obtained from the Dean. Changes in class schedules or in location of classes shall not be done without prior approval of the Division Chairperson and the Dean.

2. The faculty member shall cooperate in providing (in the interest of competent instruction) coverage for classes in the absence of another faculty member as far as ability and commitments will permit.

3. It is recognized that hazardous travel conditions may exist in an area and an employee may not be able to travel. In that event, the person affected shall notify the Dean, the Division Chairperson, or the President, as far in advance as possible by telephone so that responsibilities may be covered. It is the responsibility of the person affected to meet obligations at the College as soon as possible.

4. Except in the event of unforeseen emergencies, work responsibilities shall coincide with the College academic calendar.

ARTICLE XIV

CLASS SIZE

Class size of necessity may vary from discipline to discipline. Therefore, class size shall be determined on the basis of the overall welfare of the College which includes the needs of students, the facilities available, and recognition of normal attrition in class enrollments.

A. In advance of the registration for each semester, preliminary class sizes shall be set by the Dean after consultation with the Division Chairperson.

B. Preliminary class sizes shall be enlarged by steps of five when all similar sections of the same course fill or when necessary because of student scheduling conflicts or graduation requirements. The Registrar's Office shall maintain a master list of class sizes. Enlargements may be authorized by the appropriate Division Chairperson or by the Dean after consultation with the Division Chairperson or his/her designee whenever practicable. The Division Chairperson or his/her designee will consult with the faculty member when practicable unless his/her authorization for enlargement is based upon established discussions in the division or with the faculty member.

   When enrollments for a course appear to be nearly completed and also for the purpose of equalizing registrations among multiple sections, class size may be increased up to three (3) students per section rather than utilizing the procedures for enlargement by steps of five.

C. For the purpose of equalizing and leveling the enrollment in the multiple sections of Freshman English, and not to be interpreted as lowering the present practice of 25 students within each section, the initial limit of 20 openings per section of English 101-102 shall be set at the time of registration for these sections. Once the purpose is accomplished, enlargement will be automatic up to 25. Beyond 25, the procedures as outlined in "B" above will apply.

D. Reasonable efforts shall be made to equalize class sizes of comparable courses.

E. Classes assigned and identified by the Dean of the College as beyond the normal semester load (15 contract hours) which have fewer than ten (10) students shall be prorated using the following approach:

9 Students = 9/10 of overload salary

8 Students = 8/10 of overload salary, etc.

F. The Dean of the College shall determine when a section shall be cancelled rather than prorated. Faculty members whose overload section is to be prorated can notify the Division Chairperson that he/she is not interested in teaching the overload offered. In this case, the section will normally be cancelled.

G. When a lecture class has an enrollment of between 36 and 72, a faculty member will have the contact hours increased by 1 1/2 times to determine the net contract hour load of the individual class. Class sizes of over 72 will use a formula of 2 times to determine the net contract hour load. The determination of permitting a class to increase over the stated enrollments will be made by the Dean of the College.

H. In order to encourage experimentation with different teaching methods and provide for maximum educational opportunities the College will compensate faculty members who evaluate independent study projects at a rate equal to 1/10 of the applicable overload/summer rate per student credit hour.

ARTICLE XV

RECORDS AND EVALUATION

A. Records

1. There shall be only one personnel file on each person covered by this Agreement, which file will be kept by the Dean or the President and shall contain only the following items:

   a. Application form and letters, plus selective correspondence on employment;

   b. Confidential references and request for same, including placement office dossiers. Internal evaluations and communications shall not be considered confidential and will be subject to examination by the person concerned, except faculty communications concerning all categories of promotions and appointment, which are not subject to such examination.

   c. Appointment letters or contracts and notices of appointment and/or promotions and initial evaluation of prior experience in determining appointment.

   d. Photographs for publicity purposes.

   e. Transcripts and personal data sheets.

   f. Materials on granting of, and requests for, sabbatical and other leaves.

   g. Reports on class visits by the Dean, the President, the Division Chairperson and annual evaluations by the Division Chairperson or other administrator charged with annual evaluations.

   h. Intra-college memos on assignments and other internal communications.

   i. Excuses from graduation ceremonies and other official college functions.

j. Materials relating to outside employment during times when the person is employed by the College.

k. Materials on special subsidies for study and tuition-waiver forms.

l. Materials on exceptional achievements and special contributions to the College.

m. Materials on exceptional civic achievements.

n. Reports on conferences or special study attendance.

o. Materials concerning the person's publications and abstracts thereof.

p. Invitations to speak at Board meeting(s).

q. The annual year-end President's letter.

2. By appointment with the President or the Dean, any person covered by this Agreement shall be allowed to examine his/her own file, or, upon written request of the person, such request also delivered to the President or Dean, the President of the Association or his designee shall be allowed to examine a person's file, under the supervision of the administrator maintaining the file and in the office in which the files are kept. Such examination shall include all items in the file with the exception of the confidential references obtained by the College at the time of consideration for employment, and the person reviewing may request one duplicate of any item contained in the file, except for confidential pre-employment references. If any of the items listed in paragraph "1" above is missing from the file (except for items "h" through "q" which are more than two years old), the person may request that the written reasons for the omission be inserted in his/her file. The administrator responsible for maintaining the personnel file may, at his/her discretion, discard any of the items "h" through "q" listed above which bear a date more than two years earlier than the date of the discard. The discarded items "h-q" shall be put in the person's college mailbox.

3. Any person covered by this Agreement shall have the right to add to his/her own file a written reply to any document contained therein.

4. Personnel files are restricted to the President, the Dean, the appropriate Division Chairperson or Librarian or Dean for Student Services, as appropriate, the person, himself/herself, the President of the Association or his/her designee when authorized in writing, and members of the Board.

5. Personnel files may not be removed from the office in which they are kept except under the supervision and control of the person responsible for maintaining the files.

6. No anonymous material shall be placed in a faculty members personnel file.

B. Evaluation

1. Persons whose duties are primarily teaching shall be evaluated principally on the basis of classroom or laboratory visits. Such visits may be made as convenient by the President and/or the Dean and/or the appropriate Division Chairperson.

   Ordinarily, a visit will extend throughout the entire period but may be shortened. An evaluation will be prepared only when the visit extends for at least 30 minutes. The person to be visited shall be advised, in writing, and before noon at least twenty-four (24) hours before such visits. The person to be visited may request a delay of visit. Following the visit, a written evaluation shall be prepared by the visitor with a carbon copy provided to the person being evaluated within two (2) working days afrer the visit except in extenuating circumstances. Within two (2) weeks after the visit, the person visited shall have the opportunity to review the evaluation with the visitor and, at his/her option, to initial it. No later than three (3) weeks after the visit, the written evaluation shall be forwarded to the person responsibile for the person's file for inclusion in the file.

2. Classes of all persons on probationary appointments shall be visited each year; classes of those on other than probationary appointments may be visited.

3. The qualities to be considered in evaluating teaching personnel shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the general aims of the College and the welfare and improvement of the community. Specifically, such evaluations shall address the following:

a. Effectiveness in teaching as demonstrated by but not limited to the judgment of colleagues, the appropriate Division Chairperson, the Dean, and the President, and his/her general reputation among students.

b. Mastery of subject matter as demonstrated by but not limited to the judgment of colleagues and/or administrators, advanced degrees, certificates, licenses, honors, awards and reputations in his/her field.

c. Effectiveness of college service as demonstrated by but not limited to successful committee work assigned administrative duties, contributions within his/her Division and contributions to the objectives of the College.

d. Effectiveness in serving the students of the College as demonstrated by but not limited to serving effectively as advisor to student groups, advisement to students either as assigned or voluntary, supervision and participation in student activities and demonstrated interest in students.

e. Continuing growth as demonstrated by but not limited to keeping abreast of current developments in his/her field and/or other intellectual interests, continuing formal or informal education, membership and participation in professional organizations and demonstrated ability to handle successfully increased responsibilities.

f. Contribution to and involvement in civic activities as a contributing member of his/her local community.

It is recognized that an individual may excel in a few of the factors listed above and such excellence may compensate for minimum achievement in other areas. However, the predominating consideration will always be given to factor "a."

4. Assistant Librarians and Counselors shall be evaluated by the Librarian or the Dean for Student Services and may be evaluated by the President. The evaluations shall be in writing and shall conform in procedures to the above procedures for persons whose primary duty is teaching class or laboratory sessions. The factors to be considered in evaluating Counselors

and Assistant Librarians shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the general aims of the College and the welfare and improvement of the community. Specifically, such evaluations shall be limited to the following factors:

a. Effectiveness in counseling or library services demonstrated by, but not limited to, the judgment of colleagues and general reputation among students.

b. Mastery of the technical aspects of his/her appointment as demonstrated by, but not limited to, the judgment of colleagues and/or administrators, advanced degrees, certificates, licenses, honors, awards and reputation in his/her field.

c. Effectiveness of College service as demonstrated by, but not limited to, successful committee work, assigned administrative duties, contributions within his/her sphere of employment and contributions to the objectives of the College.

d. Effectiveness in serving the students of the College in extracurricular matters as demostrated by, but not limited to, serving effectively as advisors to student or alumni groups, supervision and participation in student activities and demonstrated interest in students.

e. Continuing growth as demonstrated by, but not limited to, keeping abreast of current developments in his/her field and/or other intellectual interests, continuing formal or informal education, membership and participation in professional organizations and demonstrated ability to handle successfully increased responsibilities.

f. Contributions to and involvement in civic activities as a contributing member of his/her local community. It is recognized that an individual may excel in a few of the factors listed and such excellence may compensate for minimum achievement in other areas. However, the predominating consideration will always be given to his/her proficiency as a Counselor or Assistant Librarian, as appropriate.

5. At least once each year, every person covered by this Agreement shall have an evaluation conference with his/her Division Chairperson, the Dean for Student Services (for Counselors), or the Librarian (for Assistant Librarians). At this Conference the total academic and professional progress for the year and cumulatively of the individual will be reviewed. Following the conference a written evaluation shall be prepared by the interviewer with a carbon copy provided to the person being evaluated within two (2) working days after the conference except in extenuating circumstances. Within two (2) weeks after the conference, the person interviewed shall have the opportunity to review the evaluation with the interviewer and, at his/her option, to initial it. No later than three (3) weeks after the conference, the written evaluation shall be forwarded to the person responsible for the person's file for inclusion in the file. The yearly evaluation may be omitted for persons who are on leave from the College during all or a major part of the Spring semester.

ARTICLE XVI

FACULTY LEAVES

A. Sick Leave

1. Full-time employees shall be granted sick leave on the first day of the academic year at twelve (12) work days per annum cumulative to 190 days. (Work days for the teaching faculty are all days the College is in session during the academic year). Persons covered by this Agreement who, by prearrangement, do not work a full academic year or who start full-time professional employment at the College at other than the start of the academic year, shall be granted sick leave days prorata on a ten-month basis on the first day of employment.

2. Upon prior notification to the appropriate Supervisor or Division Chairperson and Dean, two (2) days of the twelve (12) days sick leave may be used as personal leave within the academic year. Similarly, personal leave on a forebearance basis shall continue to be granted at the discretion of the President.

3. Notice of accumulated sick leave shall be given each employee covered by this Agreement each semester.

B. Sick Leave Bank

1. Each full-time faculty covered by this Agreement shall contribute at the start of each of his/her employment years two (2) days from his/her sick leave accumulation reserve for each year of his/her employment during the life of this contract until three hundred (300) days are reached. No further contributions shall be made until the beginning of the fiscal year at such time the number of days is below 300. Contributed days will be placed in a "Sick Leave Bank" which shall be established to aid full-time faculty who suffer prolonged illness and whose sick leave accumulation has been exhausted.

2. A full-time faculty member with three (3) years or less at the College may be permitted, on written application, and adequate justification, to draw up to forty (40) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature. A full-time faculty member with more than three (3) years of service at the College may be permitted, on written application, and adequate justification, to draw up to ninety (90) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.

3. The Sick Leave Bank shall be administered by a joint employer-employee committee of five, two of whom shall be appointed by the Association from among members covered by this Agreement, and two appointed by the Board of Trustees, and one selected by the four appointed members, with each serving at the pleasure of the body which selected each.

C. Sabbatical Leave

1. As heretofore set forth in the Personnel Policies of the Board, sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth herein. The objective of such leave is to increase each such person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

2. Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other experience of professional value.

3. Members of the academic staff having Continuing Appointments, or Five-Year Appointments, who have completed at least six (6) consecutive years of service within the College, or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service within the College from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service, shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

4. Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary or one-half (1/2) year at rates not to exceed full salary.

5. A member of the staff on sabbatical leave may [with the prior approval of the President] accept fellowships, grants-in-aid, or earned incomes to assist in accomplishing the purpose of the leave. In such cases, the President may adjust the sabbatical leave salary to reflect only additional taxable income, should this income together with the sabbatical leave salary exceed the salary he/she would normally receive from the College during the period of the sabbatical leave. However, where there are moving expenses and other mutually agreed upon relocation costs, a person on sabbatical may receive additional income from other sources to the extent thereof, up to $750.00 without adjustment of the sabbatical compensation paid by the College. The Board, at its discretion, may, should such expenses exceed $750.00 permit the individual to exceed this amount.

6. The period of sabbatical leave shall be credited as continuing service for retirement and for salary purposes. Fringe benefits of Retirement, Health Insurance, and Social Security which the staff member has at the time of the start of the sabbatical leave, shall continue in effect during the said leave.

7. Applications for sabbatical leaves shall be submitted to the President of the College as far in advance as possible of the requested effective date of the leave, but in no event, later than six (6) months in advance unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed while on leave indicating any prospective supplementary income, stating that the applicant intends to continue as a member of the academic staff upon his/her return and stating that upon his/her return the applicant will submit to the President of the College a report of his/her accomplishments while on sabbatical leave.

8. The Board may grant such sabbatical leaves as it deems appropriate.

9. Any member of the academic staff who accepts a sabbatical leave is expected to resume his full-time duties at the College for a minimum of two (2) academic years following such leave. Should he/she desire to accept other employment at the end of his/her sabbatical leave or before he/she has served at least two (2) years following such leave, he/she shall repay the College in full for all salary paid him/her by the College during such sabbatical leave.

D. Unpaid Leave

A leave of absence of up to one (1) year may be granted for temporary teaching appointment at another institution of higher education or temporary employment in the area of research by an institution or enterprise engaged therein, which in either instance, will enhance the professional training and/or experience of the faculty member and increase his/her service to the College. Written application to and approval of the appropriate Dean is required. The approval or denial of the leave by the appropriate Dean is neither grievable nor arbitrable. Upon return from such leave, a faculty member shall be restored to the position he/she held prior to his/her leave, and shall receive a salary equal to that which he/she would have received had he/she taught at the College during such period.

E. Other Leaves

1. The President of the College may recommend to the Board of Trustees that members of the academic staff of the College, other than persons having temporary appointments, be granted other leaves of absence, without salary. The Board, after receiving the recommendation of the President of the College, may grant such persons leaves of absence, without salary, for a period to be specified by the Board.

2. Application

Applications for leaves of absence, without salary, shall be made to the President of the College. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration and its value to the applicant or the College.

F. Term Appointments

Notwithstanding anything contained in this Article, no leaves of absence shall be deemed to extend the terms of members of the academic staff having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

ARTICLE XVII

INSURANCE/RETIREMENT

A. Health Insurance

During the term of this Agreement, the College will pay the full premium for the "Individual Plan" and 95% of the "Family Plan" (Individual and Dependent Coverage of the New York State Health Statewide Insurance Plan). For G.H.I. Plan, if chosen in lieu of the Statewide Plan, the College will pay up to the equivalent dollar amounts above toward its share of the respective premium.

Prior to the 10th of April of each year during the terms of this Agreement, the employees represented by the Association shall be polled by the Association and shall have the option, by majority decision, to have available to the group, the following September 1, either the N.Y.S. Health Insurance (Statewide or G.H.I. Plans) or BC/BS of NENY, Inc., Plan C (with the coverage option in effect at the College, 1981-82). The Association shall notify the Dean for Administrative Services, in writing, of the results of this formal poll no later than the 17th of April each year.

If Plan C is adopted, the College will pay, as follows, its share of the monthly premium cost, up to an amount not to exceed that which the College would pay as provided in paragraph 1 above, for those employees in (1) either Individual or Over 65 coverage, 100%; (2) in Two Person or Family Coverage, 95%; (3) in Over 65 and spouse's Individual (or Over 65) coverage, including Medicare, 95%.

B. Public Liability and Personal Property Insurance

The College shall continue to carry public liability and personal property insurance.

C. Retirement Benefits

Retirement benefits shall be provided as mandated by the Laws of the State of New York.

ARTICLE XVIII

SALARIES

Salaries and matters of economic consideration shall be as set forth on Schedule "A" annexed.

ARTICLE XIX

ASSOCIATION USE OF COLLEGE FACILITIES

A. The Association and its representatives shall have the privilege of using appropriate College facilities for its meetings with the consent of the Dean for Administrative Services; provided, a written request is submitted by noon on the Friday preceding the week (Monday through Sunday) in which the proposed meeting is to be held.

At a regularly scheduled activity period during one period each month, as agreed to by the parties and coordinated by the Calendar Committee, Room T-103 shall be reserved for Association meetings. The Administration reserves the right to provide an alternate meeting place on campus should T-103 be needed for other purposes and shall give at least ten (10) days notice to the Association of such change. The Association shall confirm with the Dean for Administrative Services the intended use within ten (10) days but no later than noon of the Friday preceding the meeting each month.

The Association may post notice of its activities and matters of concern to the members of the Association on the bulletin board provided in the Faculty Lounge. The Association may use the Faculty mailboxes for communications to any or all members of the Faculty.

B. When authorized by the Dean for Administrative Services, the Association shall have the privilege of using College equipment, on campus, at reasonable times. Such equipment, when available, will include typewriters, duplicating equipment, calculating machines, and audio-visual equipment. The Association will reimburse the College for all expendable College supplies which it uses, such reimbursement to be determined and agreed upon with the Dean for Administrative Services before such supplies are used. If the Association elects to purchase supplies outside the College, the Association's stock of such supplies shall be kept separate from College supplies and shall be clearly and continually marked as being Association property.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the College and the Association that all grievances be resolved informally and at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A grievance is the complaint by an employee(s) of an alleged violation of any of the terms of this Agreement based on a specific incident concerning which there is a dispute with respect to the meaning and interpretation of a term, or provision, thereof.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt, in good faith and on a face-to-face basis, to resolve it informally.

2. The grievance shall be submitted, in writing, and shall identify the aggrieved parties, the provision or provisions of this Agreement involved in the grievance, the time and place when the alleged event or condition constituting the grievance occurred and (where known) the identity of the person responsible for the alleged violation. In addition, there shall be a statement by the aggrieved party of the redress sought.

3. A grievance shall be deemed waived unless it is submitted within forty-five (45) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. The filing time shall not run during July and August.

4. A faculty member(s) may submit the grievance or the Association may submit it in behalf of such faculty member(s) in which event the faculty member(s) shall sign the written grievance.

5. The grievance shall be submitted to the person responsible for decisions in the matter in which the alleged grievance occurred.

D. Grievance Procedure

1. The person responsible shall receive the grievance, make such investigations formally or informally as he/she deems appropriate and shall submit a reply, in writing, to the aggrieved party delineating any procedures, commitments or actions which have been or will be taken in regard to the grievance.

2. If the aggrieved party is not satisfied with the reply of the person responsible or if no reply is received within two (2) weeks after the written grievance is received, the grievance may be appealed to the President. In those cases where the person responsible is the President, the grievance may be appealed to the Chairman of the Board. The President or the Board (acting through a committee appointed by the Chairman) shall consult, in writing or orally, with those involved and shall submit, in writing, to the aggrieved party and to the President of the Association, a statement of the position of the President or the Board, whichever is applicable.

3. If the Association is not satisfied with the response from Section 2 above, or if no response is received within two (2) weeks following the receipt of the grievance, as indicated in 2, it may, within fifteen (15) days after receiving the final reply or after the time interval specified herein has elapsed, refer the grievance to arbitration. The procedures and methods prescribed by the American Arbitration Association for the selection of an Arbitrator shall be used.

E. Arbitration

1. The Arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at his/her decision;

shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its or their powers, as provided by law and state or federal binding regulations. The Arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the decision.

2. Matters for which other means of resolution have been provided within this Agreement, or foreclosed either by this Agreement or by statute, statutory rule or state or federal binding regulation shall not be considered a grievance.

3. The decision of the Arbitrator shall be in writing with copies to both the President and the President of the Association and shall be signed by the Arbitrator. The decision shall set forth the findings of fact and conclusions of the Arbitrator upon which his/her decision is founded.

4. The decision of the Arbitrator shall be final and binding upon all parties.

5. All fees and expenses of the Arbitrator which may be involved in the arbitration proceeding shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE XXI

FACULTY ORGANIZATION AND GOVERNANCE

A. Faculty shall be defined in the current Constitution and By-Laws of the Faculty Assembly.

B. The faculty shall meet regularly once a month, with a seminar at the beginning of the fall semester. Other meetings may be called as provided in Article IV of the Faculty Bylaws. The agenda for each Faculty Assembly shall be prepared by the Dean's Council.

C. The Faculty shall have the responsibility to make recommendations to the administration regarding the educational program of the College.

D. The President shall preside over all meetings of the Faculty unless he designates an alternate as provided in Article VI of the Faculty Constitution and By-Laws. Faculty Assemblies shall be conducted under Robert's Rules of Order, Newly Revised. Among the agenda of every regular faculty assembly shall be a report of the President of the Faculty Association, who shall be allowed ten minutes for the report.

E. The present committee structure contained in the Faculty Constitution and By-Laws shall continue until altered by the procedures provided therein and in addition the following committee shall continue as follows:

A PCCA Committee, composed of five members of the Faculty, excluding administrators and directors, chosen annually by the Faculty shall make recommendations to the Faculty who may consider such recommendations for submission to the President of the College. This Committee shall recommend policy to the Faculty in all matters concerning the general welfare of the Faculty covered by this Agreement including appointment, reappointment, promotions and sabbatical leaves.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Faculty Consultation on Building Programs

In formulating designs and plans for the construction of new buildings or major alterations of existing building, it shall be the policy of the Board to solicit recommendations from appropriate members of the faculty and to consult with them on the progress and development of such designs and plans. The President shall appoint an ad hoc committee of the faculty, appropriate to the project under consideration, to make recommendations and suggestions. It shall also be the responsibility of the committee to report back to the Faculty.

B. College Calendar

The College calendar shall be developed by the Administration after consultation with the Association. The number of days the College is in session during the contract period shall not be substantively changed from the 1981-82 College year.

C. Office Hours

1. The minimum required posted office hours shall be five (5) per week for each faculty member and shall be scheduled in his/her office on at least three (3) different days for the purposes of student consultation.

2. It is further agreed that there may be times when more office hours may be needed to meet the needs of the students.

3. These hours are in addition to scheduled classes and may be scheduled at his/her convenience. However, the faculty shall attempt to cover as many students and advisees as feasible.

4. Faculty teaching night classes may schedule one (1) evening office hour.

5. Class schedules and office hours shall be posted by each faculty member with copies to the Division Chairman and the Dean. The schedule of office hours shall normally remain constant for a semester.

D. Meetings of the Board

The meetings of the Board are open to the public and any person so desiring may attend. Board minutes are public documents and the President shall make available for inspection such portion of said Minutes to the President of the Association as the President of the Association deems necessary for matters connected with the Association; the President of the Association shall justify, in writing, such a request. Inspection of the Minutes shall be done in the President's Office.

E. Tuition Waivers

There shall be a waiver of the credit course tuition charge per semester for employee and spouse and their dependent children to a maximum total benefit per family of an amount equal to one (1) full-time tuition per academic year after three (3) years service at the College; two (2) full-time tuition per academic year after five (5) years service at the College. Employees eligible for this benefit are those covered by this Agreement and are on a continuing or a five-year appointment contract.

F. Savings Clause

If any provision of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

G. Summer School

1. Staff covered by this Agreement who are employed in the summer sessions shall be paid at the rate as provided in Schedule A annexed. Any person covered by this Agreement who is scheduled to teach in any session of summer school and whose class or classes for that session are all cancelled, shall be paid $35.00 as pay for attending the first day of classes.

2. Full-time faculty in the employ of the College the preceding academic year who are to continue in the employ of the College the succeeding academic year shall receive first consideration upon timely application for summer session teaching positions for which they are qualified, and assignments shall be made at the discretion of the Administration.

3. Full-time faculty who teach in summer session who have accumulated sick leave, may upon written request prior to the time he/she is to be paid use up to two of such sick days during the summer sessions.

H. All material to be included in the Faculty Handbook for the ensuing academic year will be made available to the President of the Faculty Association or his/her designee(s) (no more than three) prior to the final reproduction of the Handbook for the purpose of evaluating the harmony of the material as it relates to the Agreement.

A notice will be sent by mail to the home of the President of the Association or his designee(s) when the material is available for review. The review shall be made within two (2) weeks after the notice is sent. For the purposes of this provision it is the responsibility of the President of the Association or his/her designee(s) to keep the Administration informed as to where he/she/ they can be reached during the summer.

I. It is the responsibility of the Board of Trustees to select the President and the Academic Dean of the College. However, it is the Board's intent that the Faculty be actively involved in the selection. When a vacancy in either position occurs, each Division shall select one of its members to participate in the selection process. The opportunity for initial application review and for participation in the interview with each candidate invited by the Board will be available to each divisional representative. Each representative shall submit a written evaluation of his choice to the Board. Other faculty members are encouraged also to participate in the selection process. Substitutes will be provided by the Division in absence of a representative. It is the intent of this provision to provide as much continuity as possible.

The foregoing shall constitute the complete agreement of the parties subject only to amendment by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed the day and date first written above.

The Board of Trustees of
Adirondack Community College

BY Howard P. Dearborne

County of Warren

BY Sterling J. Goodspeed

County of Washington

BY William L. Nikas

The Faculty Association of
Adirondack Community College

BY Stephen Borgos

Stephen Borgos
Professor of Business and
Chairman Negotiations Committee

SCHEDULE A

A. Salary Pay Periods

1. Pay periods shall be bi-weekly and scheduled for either 22 or 26 payments at the discretion of the employee, other than ones employed over the period of the fiscal year. The latter if he/she chooses the 22 payment option shall receive bi-weekly payments in accordance with services currently rendered. Any request for a change in the number of pay periods shall be made prior to the start of the salary year.

2. An employee covered by this Agreement shall have the option of receiving the last four salary payments with his/her 22nd payment in accordance with services rendered and completed; provided, he/she is scheduled for 26 pay periods. The person desiring this shall inform the Dean of Administration in writing no later than the first day of June.

B. Salary Plan

1. Each full-time member of the staff covered by this Agreement who has been a full-time member of the staff for the entire preceding academic year, either on campus or on sabbatical leave, and who is continued as a full-time member of the staff for the subsequent year on either a term contract, a five-year contract or a continuing contract shall have his/her preceding year's base salary increased as follows:

1982-1983:

Six percent (6%) or twelve hundred dollars ($1,200) whichever is greater, plus a three hundred dollar ($300) adjustment, all added to the base salary of the employee.

1983-1984:

Six percent (6%) or thirteen hundred dollars ($1,300) whichever be greater, plus a five hundred twenty-five dollar ($525) adjustment, all added to the base salary of the employee.

1984-1985:

Six percent (6%) or fourteen hundred dollars ($1,400) whichever be greater, plus a five hundred eighty dollar ($580) adjustment, all added to the base salary of the employee.

2. Each special adjunct covered by this agreement who has been a member of the staff for the entire preceding academic year and who is continued as a special adjunct for the subsequent year shall have his/her preceding year's base salary increased as follows:

1983-1984:

Six percent (6%) or sixty percent (60%) of thirteen hundred dollars ($1,300) whichever is greater, plus sixty percent of the five hundred twenty-five dollar ($525) adjustment, all added to the base salary of the employee.

1984-1985:

Six percent (6%) or sixty percent (60%) of fourteen hundred dollars ($1,400) whichever is greater, plus sixty percent (60%) of the Five hundred eighty dollar ($580) adjustment all added to the base salary of the employee.

C. Full time faculty and special appointment adjuncts who have been members of the staff for less than the entire preceding year shall receive a pro-rata salary increase.

D. Promotion Increases

Each staff member who has been promoted to a higher academic rank or classification shall receive the following promotional increase:

	AI to AI 2	Class I to Class II TI 1 to TI 2 Inst. to Asst. P.	Class II to Class III Asst. P. to Assoc. P.	Class III to Class IV Assoc. P. to Prof.
1982-83	$215	$310	$470	$740
1983-84	225	325	495	775
1984-85	240	340	520	815

E. Overload Compensation

1. A faculty member who assumes as an overload the teaching of a class of a faculty member who is ill or using not more than the two personal leave days in the academic year provided, shall be compensated at the substitute lecture rate for all such classes.

2. A faculty member who assumes as an overload the teaching of a laboratory session of a faculty member who is ill or using not more than the two personal leave days in the academic year provided shall be compensated at the substitute lab rate for each laboratory hour conducted on an actual time basis.

3. Faculty who teach 80-minute classes shall be paid one and one-half (1 1/2) of the substitute hourly rate.

F. Stipend and Rate Increases

	Div. Chairmen & Dir./Athletics	Overload & Summer School (per Cred. Hr.)	Substitute Rate (55-Min. hr.) Lect.	Lab.	Counselors, Asst. Librarian Recess Rate/Hr.
1982-83	$1,100	$350	$16.00	$13.00	$13.75
1983-84	$1,250	$365	$17.50	$14.00	$15.00
1984-85	$1,400	$380	$19,50	$15.50	$16.75

LETTER OF AGREEMENT

All provisions of the 1983-85 Agreement shall be retroactive to September 1, 1982 except for those affecting load determination which will become effective on September 1, 1983.

It is the intention of the College to make a lump sum, itemized, payment of retroactive pay to include salary, promotional increases, and Division Chairmen emoluments at the next payday, but not less than two weeks after the date of certification by the Board of Supervisors of Warren and Washington Counties after approval by the Board of Trustees of the College and the Faculty Association. Other applicable sums limited to include recess pay, counseling pay, substitute pay, summer school pay and travel reimbursement shall also be paid as soon as practical but prior to August 31. It is further understood that the method of computing applicable Social Security Taxes and Federal and State withholding taxes shall provide for the smallest deduction legally possible.

FOR THE ASSOCIATION

6/17/83
DATE

FOR THE COLLEGE

8/15/83
DATE

EMPLOYMENT CONTRACT

BETWEEN

BROOME COUNTY

AND THE

FACULTY ASSOCIATION OF BROOME

COMMUNITY COLLEGE

9/1/86 - 8/31/89

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A G R E E M E N T

WHEREAS, Chapter 392 of the laws of 1967 as amended (hereinafter referred to as the Taylor Law) empowers the County of Broome, hereinafter referred to as "Public Employer", to recognize employee organizations for the purpose of negotiating collectively in the determination, and administration, of grievances arising under the terms and conditions of employment of public employees, as more particularly provided and set forth in said Chapter, and to negotiate and enter into written agreements with such employee organizations in determining the terms and conditions of employment; and

WHEREAS, the Taylor Law further provides that, when an employee organization has been certified or recognized pursuant to provisions thereof, the Public Employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination, and administration, of grievances arising thereunder, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Faculty Association of Broome Community College has been recognized by the Public Employer as such an employee organization for those employees hereinafter defined.

NOW, THEREFORE, pursuant to and in consideration of the above and the mutual convenants herein contained, it is stipulated and agreed, as follows:

ARTICLE 1 - WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 2 - RECOGNITION

The Employer acknowledges the Association as the sole and exclusive representative for the bargaining unit comprised of all full-time and part-time professional employees at Broome Community College in titles set forth in Exhibit "A" annexed to this Agreement. The Employer recognizes the Association as the sole and exclusive representative for the purpose of negotiations regarding wages, hours and terms and conditions of employment, and in settlement of grievances and for all lawful purposes under the Laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

The employer agrees to furnish the Association, by the end of the first (1st) week of classes of each semester, a list of those employees eligible for membership in the bargaining unit, by department. By the end of the fourth (4th) week of each semester, information showing the date of employment, present rank or title, and salary of such employees shall be provided to the Association. Each Dean shall make available the number of credit hours carried 1986/89

or hours worked by each employee, by the end of the sixth (6th) week of each semester. This information will be in its original form and no additional work shall be done to produce the information in a different form. When necessary, other information pertinent to wages, hours and working conditions of said employees covered by this agreement, together with information which may be necessary for the Faculty Association to process any grievance or complaint relative to employees covered by this agreement will be furnished, provided, however, that said information is a public record and may be furnished by the College or County in accordance with the Broome County Charter, Administrative Code and the laws of the State of New York. The above referenced information may be in its original form, and shall not cause the County and/or College to expend funds.

ARTICLE 3 - RECIPROCAL RIGHTS

The Faculty Association recognizes the right of the Public Employer to retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America.

The exercise of these rights, powers, authority, duties and responsibilities by the Public Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by the Faculty Association, be limited only by the specific and expressed terms of this Agreement.

ARTICLE 4 - DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. "College" - Broome Community College.
2. "College Board" - The Board of Trustees of Broome Community College.
3. "Legislature" - The County Legislature of Broome County.
4. "Party" - The Faculty Association and/or the Public Employer.
5. "Employeee" - Professional staff as defined in Article 2.
6. "Public Employer" - Broome County.
7. "Management" - Those charged with the responsibility of administering the College.
8. "Association" - Faculty Association of Broome Community College. 1986/89
9. "Regular Employees" - Employees working on a regular budget line, either 10 or 12 months, per year. The work week for non-classroom personnel shall be 37.5 hours per week.

10. Adjunct Employees" - Employees not on regular budget lines, regardless of whether they work 10 months or 12 months per year. 1986/89

A) Part-time - Employees who work less than 30 hours per week or who teach less than 12 credit hours or 15 contact hours per semester.

B) Full-time - Employees who work more than or equal to 30 hours per week or who teach 12 credit hours or 15 contact hours per semester.

The above definitions shall be applied to all articles of the contract.

ARTICLE 5 - NO STRIKE PLEDGE

The Faculty Association affirms that it does not assert any right to engage in a strike against the Public Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

ARTICLE 6 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally by the employer to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or handicapping condition. The Faculty Association shall share equally with the Public Employer the responsibility for applying this provision of the Agreement, where it can be established that the Faculty Association either wholly or in part has any administrative responsibility thereunder.

The Public Employer agrees not to interfere with the rights of employees to become members of the Faculty Association, and there shall be no discrimination, interference, restraint, or coercion by the Public Employer, or any Public Employer representative against any employee because of Faculty Association membership or because of any employee activity in an official capacity on behalf of the Faculty Association.

ARTICLE 7 - REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 8 - SCOPE OF AGREEMENT

This Agreement constitutes the entire understanding between the Public Employer and the Faculty Association.

It is agreed by the parties that during the period covered by this Agreement, neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this Agreement, or respect to any subject or matter not specifically covered in this Agreement. Notwithstanding the foregoing, the parties may, by mutal agreement, enter into discussions relating to the terms and conditions of employment and the method of adminstration of grievances arising thereunder. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such addition, deletion, or modification shall become effective as part of this collective bargaining Agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

It is further agreed that part-time adjunct employees are not covered by the following articles of the contract: 1986/89

Article 3	Reciprocal Rights
Article 13	Sick Leave, Paragraphs 1-11
Article 15	Sabbatical
Article 16	Vacations
Article 17	Leave of Absence Without Pay
Article 18	Bereavement Leave
Article 20	Military Leave of Absence
Article 22	Life Insurance
Article 23	Health Insurance
Article 29	Longevity Service Pay
Article 30	Miscellaneous Benefits
Article 35	Appointment of Academic Staff, except C4 and D1
Article 36	Promotion
Article 39	Load
Article 45	Discipline
Article 46	Waiver of Tuition

Full-time adjunct employees are not covered by the following articles of the contract: 1986/89

Article 3	Reciprocal Rights
Article 15	Sabbatical
Article 17	Leave of Absence
Article 35	Appointment of Academic Staff except C4 and D1
Article 36	Promotion
Article 39	Load
Article 45	Discipline

ARTICLE 9 - DISTRIBUTION AGREEMENT

The Employer shall furnish four (4) executed copies of this Agreement to the Association. The Faculty Association and the Public Employer agree to share costs of duplicating additional copies of this Agreement for distribution to members of the bargaining unit, no later than thirty (30) calendar days after being signed by the parties. 1986/89

ARTICLE 10 - SAVINGS CLAUSE

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to specific Article, section, or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree that they will meet and negotiate within the parameter outlined by the court's decision. All other provisions or applications will continue in full force and effect.

ARTICLE 11 - MAINTENANCE OF BENEFITS

The County and the Faculty Association agree that the provisions of the expiring Agreement shall remain in full force and effect during the period of negotiations for the new Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

The term "grievance" shall mean a complaint by any person covered by this Agreement or by the Association (hereinafter "grievant") regarding an alleged violation, misinterpretation or inequitable application of any specific term or provision of this Agreement provided, however, that such terms shall not include the additions of new positons, retrenchment or decisions relating to promotions. Rules, procedures, regulations to administrative orders as specifically contained in Section 5 of the Broome Community College Policy Manual shall apply to employees covered by this Agreement. The right to change these policies is not subject to grievance but once adopted, the inequitable application of those procedures in Section 5 of the Broome Community College Policy Manual shall be subject to grievance. Subject matters contained in Section 5 of the Broome Community College Policy Manual which are covered by the specific terms of this Agreement, shall be governed by this Agreement. 1986/89

Step 1. The employee shall have the right to state his complaint to his immediate Supervisor, orally or in writing, with or without Faculty Association representation or legal counsel, at the earliest possible time convenient to both, but in any event, within thirty (30) calendar days of the occurrence of the said complaint.

Step 2. If the complaint is not settled at Step 1, the employee and the Faculty Association Grievance Chairman shall, within five (5) work days thereafter, personally submit a written notice of grievance to the appropriate Dean or Director, with copies to the employee's supervisor and the appropriate Vice-President. The notice of grievance shall contain information sufficient to describe the grievance in specific detail. 1986/89

The Dean shall discuss the grievance with the employee's supervisor and the Vice-President, if necessary. Within five (5) work days after receipt of the notice of grievance the Dean shall meet with the aggrieved employee and/or the Faculty Association Grievance Chairman and/or designee in an effort to resolve the complaint.

The parties to this meeting shall make an appropriate written record of said meeting.

Step 3. If the dispute is not resolved within five (5) work days after the meeting required in Step 2, the notice of grievance together with the written record of the said meeting shall be personally submitted by the Faculty Association Grievance Chairman and/or designee to the President.

Within five (5) work days after receiving the notice of grievance and the written record, the President and/or his designee shall meet with the aggrieved employee and/or the Grievance Chairman and/or his designee in an effort to resolve the complaint.

Within ten (10) work days after this meeting, the President shall issue a written decision to the Grievance Chairman and or designee, the aggrieved employee, the Vice-President, Dean and Supervisor.

Step 4. If the decision provided by the President in Step 3 is unsatisfactory, the Grievance Chairman and/or designee within ten (10) work days after receipt, may submit the grievance to the American Arbitration Association.

The Arbitrator shall be selected in the following manner:

The American Arbitration Association shall submit to both the Faculty Association and the Public Employer a list of five (5) arbitrators. Parties shall alternately strike names until one (1) remains. The remaining name shall be selected as the Arbitrator who shall determine the grievance. The decision of the Arbitrator shall be binding on both parties to this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

The fees and expenses of the Arbitrator and the arbitration proceedings shall be borne equally by the Public Employer and the Faculty Association.

No Arbitrator functioning under Step 4 of this procedure shall have any power to amend, modify, or delete any provision of this Agreement.

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, the time limit may be extended by mutual consent. All documents, communications, and records dealing with the grievance shall be filed separately from the Personnel files of participants. A grievance may be withdrawn at any level. The parties, by mutual agreement, may waive any step provided herein.

ARTICLE 13 - SICK LEAVE

1. Sick leave credits shall be accrued at the rate of one a month for a total of 12 days per year for all full-time professional staff covered by this agreement except that new employees shall be advanced one year's accumulation at the time of their employment. However, in the event that a new employee leaves his/her position prior to the end of the year, days shall be prorated and any days taken and not earned shall be deducted from the final paycheck. No credits for sick leave accrual shall be allowed unless 1986/89

the employee shall have been on full pay status at least fifty (50) percent of the working days he/she is scheduled to work. There shall be no limit on the amount of sick leave accumulation effective with the date of this agreement.

2. Sick leave with pay will be granted in one-half or full day units when an employee is incapacitated or unable to perform the duties of his/her position by reason of:

a. Sickness or injury.
b. Quarantine regulations.
c. Medical or dental visits.
d. Disability - If during the performance of their duties any employees become disabled, they must present a request in writing to use sick time. A signed Leave Certification form will be required. The College may require additional verification during extended periods. The employee will begin Disability Leave using accumulated paid leave or unpaid leave if leave is depleted during the period of disability. For an effective transition, whenever feasible, it is desirable that such leaves begin and end with the beginning dates of semesters. 1986/89

If this disability is caused by an emergency situation (i.e., the employee does not have appropriate time for written request), both the President and the immediate administrator must be contacted orally.

3. An employee absent on sick leave shall notify his/her department head or other designee of such absence and the reason therefore within the first four (4) business hours on the first day of the absence, however, failure to report an absence within the stated time limit, unless excused, shall result in the absence being considered time off without pay and it shall not be chargeable to sick leave.

4. Before an absence due to personal illness may be charged against sick leave accruals, the Employer may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Employer, by a physician designated by the Employer. Failure to submit proof of illness upon request or in the event that upon submission, or upon the report of the medical examination, the physician designated by the Employer finds that there is insufficient evidence of illness to justify the employee's absence, such absence shall be considered as unauthorized leave and shall not be charged against sick leave accruals.

5. The Employer shall maintain a record of attendance and sick leave accruals for all employees. Copies of all records of attendance shall be transmitted to and maintained by the County Personnel Department. The Employer shall annually provide all employees a report of their sick leave accumulation.

6. In case of transfer to another County department, an employee's sick leave accruals shall be transferrable.

7. Abuse of sick leave privileges shall be grounds for disciplinary action.

8. Sick Leave Bank

A. There shall be a voluntary sick leave bank to be administered by the College.

B. Upon completion of two (2) full semesters of service to the County, all full-time employees (1000 and 1600 lines) shall be eligible for sick bank membership. 1986/89

Employees covered by this Article may become members of the bank by annually donating two of their own accumulated sick leave days to the bank during the first four years of their sick bank membership. Beginning with the fifth year of sick bank membership, employees may remain members of the bank by donating one sick leave day annually. Such donations shall be made in September, or in the case of a new employee, one full year after the time of employment, and membership in the sick leave bank shall continue until the member notifies the College of his/her voluntary withdrawal.

C. Employees who do not have sufficient personal sick leave to donate to the bank as described, shall have their next accumulated days withheld, if they choose to become or remain members.

D. The privileges of the sick leave bank shall be available to a member thereof who meet the following criteria

1. The employee is eligible pursuant to B, or C, above.

2. The employee is unable to perform his/her regular job due to a disabling non-work related illness and/or a non-work related injury.

3. The employee has exhausted all other forms of paid leave.

4. The application is made on the prescribed form.

5. The application is accompanied by a signed "employee leave certification form", bearing physician and employee signatures.

E. Upon approval by the College of an application made pursuant to D above, a member shall be entitled to draw up to one hundred (100) days against the sick leave bank. After twenty-five (25) days of sick leave have been utilized from the bank, an employee may be requested to provide an updated physician's statement.

Up to an additional fifty (50) days may be granted at the discretion of the Board of Trustees.

The College may grant partial days when an employee is capable of working part-time, and is recommended by the Department to work part-time. (e.g. light duty)

F. When an employee is drawing paid time from the sick leave bank, all benefits will continue to accrue in accordance with the employment contract.

G. An employee who has exhausted all sick leave accruals and is still incapacitated and unable to perform the duties of his/her position, or if the employee's physician recommends a period of rest or convalescence, the College may grant a leave of absence without pay for a period not to exceed one (1) year.

H. Employees shall be encouraged to apply for disability retirement where applicable.

I. The College shall provide the Association with a statement of sick leave days available in the sick leave bank on August 31st and March 31st. Any balance of sick leave days remaining in the bank on August 31st shall be carried over for use in the following year, September 1st through August 31st.

9. Absence due to injuries arising out of the course of employment - Sick leave time used by an employee for an absence occasioned by an injury incurred during the course of his employment and covered by or under the Worker's Compensation Law will be reinstated in full only when the employee returns to work following such work-incurred injury and only when the Worker's Compensation Board has determined and made an award indicating benefits are due for the period of absence in question, and it is further understood and agreed a condition for such reinstatement in full of sick leave time shall be that the employee shall not again use such accumulated sick leave time for any future or subsequent absence in any way occasioned by or related to such work-incurred injury. Unusual cases shall be subject to review and consideration by the Worker's Compensation Department of the County and of the County Department of Personnel.

10. Employees working less than full-time - Compensation in cases where employees are authorized by the Employer to return from sick leave at less than full-time duty shall be compensated at a rate apportioned to the time they work, based upon their annual salary.

11. Up to a maximum of five (5) sick days per year, may be used for serious illness to an immediate family member who resides in the home of the employee. In order to use this time off, the employees presence must be necessary and verifiable to the College's satisfaction.

12. A part-time adjunct employee who is absent from his/her scheduled class meeting or work assignment shall reschedule that classwork or work assignment before the end of the semester. The Dean or his designee must be notified of absences and the scheduled make-up. 1986/89

ARTICLE 14 - LEGAL LEAVES

An employee covered under this Agreement shall be excused from work if he/she is subpoened as a witness by anybody empowered by law to compel attendance by subpoena. Any member of the bargaining unit scheduled for jury duty shall be excused from work and shall be paid the difference between his/her regular salary and his/her compensation for jury duty for the period of such jury duty.

ARTICLE 15 - SABBATICAL LEAVE

POLICY. Sabbactical leaves for professional development are available to not more than 3% (rounded to the nearest whole number) of the total number of employees covered under this Agreement in any academic year, who meet the requirements herein set forth.

PURPOSE. Sabbatical leaves shall be granted for planned study, and planned travel related to planned study, research, and/or formal education.

ELIGIBILITY. Members under this Agreement having continuing full-time appointments shall be eligible to apply for a sabbatical leave if they have completed at least six consecutive years of service within the College, or, if they previously had a sabbatical leave, from the date of return from their last sabbatical leave. In computing consecutive years of service for the purpose of this paragraph, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence other than vacation leave and sick leave with salary, and period of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

TERMS AND CONDITIONS. Sabbatical leaves may be granted for periods of one year at one-half salary, or for periods of one-half year at full salary, or for three summer sessions which shall be equivalent of one half year at full salary. Employees under this Agreement on sabbatical leave may accept fellowships, grants-in-aid or earned income to assist in accomplishing purposes of their leave. Those employees taking sabbatical leaves not involving planned courses of study, i.e., industrial sabbaticals, may receive fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leave, but in no event shall such extra income allow the employee to receive in excess of the full amount of salary which the employee would receive had he/she not taken a sabbatical leave. Where such extra income does allow the employee to receive an amount in excess of salary that would have been recieved if not on sabbatical leave, the amount of salary paid to the employee by Broome County shall be reduced by that portion of extra income earned in excess of the employees's salary which would have been received had the employee not taken a sabbatical leave. This provision shall not apply to monies earned by an employee in activities unrelated to sabbatical leaves.

APPLICATIONS. Applications for sabbatical leaves shall be submitted to the President of the College as far in advance as possible of the requested effective date of the leave but in no event later than six months in advance unless such requirement is waived by the President. Each application shall include a statement outlining the program of study to be followed while on

leave, stating that the applicant intends to continue as a member of the academic staff for a period of at least two years following the expiration of his said sabbatical leave, and further stating that upon his return the applicant shall submit to the President a report of his accomplishment while on sabbatical leave.

APPROVAL. If the President approves the application, he shall forward it, together with his recommendation to the Board of Trustees, together with detailed information concerning the applicant and the request for leave, which information shall contain the following:

1. A full statement of his previous formal education, including names of schools of higher learning he attended. The dates of such attendance, and the degree or degree credits he earned.

2. A full statement of his industrial work experience which pertains to his field of specialty at the College, including dates and places of such employment and duties performed.

3. A statement of his teaching experience at the College and elsewhere, covering subjects taught and dates of such assignments.

4. Detailed projected plans for his use of sabbatical leave time, including statements as to the college in which he has been accepted, courses he intends to study, date of enrollment and duration of such studies, if applicable, or other information relating to sabbatical leaves not involving planned courses of study, (i.e. industrial sabbaticals).

5. A statement as to the estimated cost to the College in granting the proposed leave.

6. A statement as to what specific advantages will be gained or what particular need or needs will be fulfilled on the teaching staff at the College by the granting of a sabbatical leave to the applicant.

7. A joint committee consisting of one member each from the Administration, the Association and the Trustees will make a final recommendation to the Broome Community College Board of Trustees or the Employees Committee of the Broome County Legislature whichever is appropriate for sabbatical leave approval.

Sabbatical leaves not involving planned courses of study, i.e. industrial sabbaticals, shall be required to be approved by the Board of Trustees and submitted to the Employees Committee of the Broome County Legislature for final approval and shall be submitted for approval with the same information as required in Paragraphs 1 through 7 above.

Final approval of the granting of such sabbatical leaves shall rest with the Board of Trustees of Broome Community College except those sabbatical leaves not involving planned courses of study which such sabbatical leaves shall require final approval of the Employees Committee of the Broome County Legislature.

DISCONTINUANCE OF STUDIES. In the event an employee under this Agreement on sabbatical leave should discontinue his planned course of study or other

sabbatical leave work before completion thereof, he must promptly so notify the President. If the termination of his course or work is caused by illness, he shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he has accrued; but otherwise he must return to the College for assignment of duties without delay. If he fails to notify the President promptly of such termination, he shall be deemed derelict in his duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his planned course of study or work prior to completion. In the event he is dismissed for cause as stated above, he shall be liable for repayment of the full amount of his salary paid to him by the College while on said leave.

SUBSTITUTES. During the absence on sabbatical leave of employees, the President shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other members of the academic staff, and such persons on sabbatical leave shall not be required to contribute toward the salary of substitutes during their absence.

RESUMPTION OF DUTIES. Upon accepting a sabbatical leave, the recipient shall, in consideration of the salary to be paid to him during such leave, execute a written instrument to the effect that, in the event he should accept other employment and therefore fail to resume and fulfill for a two-year period his full-time duties at the College, he shall repay, within three years from the date of his resignation from the College, twenty-five (25) percent of the gross amount of his salary paid to him while on said leave for each 15-week College semester and fractional part thereof, up to and including a maximum of four, exclusive of summer school, during which he fails to render regular services to the College in the said two-year period.

Upon return to the College an employee granted a sabbatical leave shall be entitled to any salary adjustment to which that employee would have been entitled had he not been on sabbatical leave.

ARTICLE 16 - VACATION LEAVE

A. 1) Eligible employees who work a 12 month schedule shall be credited with one and three-quarters (1-3/4) vacation days per month or a total of twenty-one (21) per year. Vacations shall be at the discretion of the President of the College but every reasonable effort will be made to comply with the employee's desire.

2) As of September 1, 1983, there will be no approval of vacation carry-over requests beyond 30 days and all carried-over vacation days in excess of 21 must be used on or before 8/31/84.

3) To qualify for the month, the employee must be on full pay status for 50% of the working days that month.

4) Authorized accumulation of unused vacation days shall be paid at termination.

ARTICLE 16 - HOLIDAYS - Eligible employees who work a 12 month schedule are entitled to the following:

B. 1) Listed Holidays. The days prescribed by the County Personnel Office for the observance of New Year's Day, Dr. Martin Luther King, Jr. Day 1986/89
Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day shall be observed as holidays, except where there is a conflict with the academic year.

2) Holidays falling on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the Monday following shall be observed as a holiday.

3) When regular classes are held the employee shall be granted a compensatory day in lieu of the holiday worked. Compensatory days accumulated under this provision must be taken within the fiscal year in which they are earned.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

1. Application for Leave Without Pay. Application for leave of absence without pay, for any of the reasons cited in this Article, shall be filed by the employee on prescribed form with the department head at least thirty (30) calendar days, prior to the proposed commencement of the leave, except in cases of emergencies. The application shall state the reasons for the requested leave and the duration thereof. If approved by the department head, the application shall be submitted to the President and the Broome Community College Board of Trustees for final approval.

Types of leave 1986/89

A. Child Rearing or Adoption Leave:

1. Leave for purposes of child rearing and/or adoption shall be granted up to a maximum of two (2) years. Where practical, child rearing leave shall coincide with the College semester or term.

2. Requests for child rearing leave shall be made in accordance with 1 above. In the case of adoption, as much notice as possible shall be provided for said leave. Leave shall commence upon receipt of defacto custody, or earlier if necessary to fulfill the requirements of adoption.

B.. Leave for Education Purposes.

On the approval of the President and the Broome Community College Board of Trustees, permanent employees may be granted a leave of absence without pay for the period of one (1) year, together with the option for one (1) additional year, for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

C. Leave for Other Reasons.

Leave of absence shall be granted to an employee covered hereunder to hold a political job with any other municipality, subject to the provisions of the Broome County Charter. Leave of absence shall also be granted to employee to hold office with any professional association, subject to the provisions of this Article.

Leave of absence may be granted for travel, planned study, and planned travel related to planned study, employment and other purposes if such leave may result in increased effectiveness of the employee.

3. Benefits:

Employees while on leave shall have the option of continuing medical insurance benefits at their own expense. 1986/89

4. Salary Adjustment and Positon:

An employee granted a leave of absence hereunder shall be entitled to any salary adjustment to which that employee would have been entitled had he not been on a leave of absence.

Employees returning from a leave of absence without pay shall be assigned to a position substantially equivalent to that held prior to the leave.

5. When an employee covered by this Agreement is absent from the College without written authorization of the President or his designee for a period of ten (10) consecutive days within his/her contracted year, such absence shall be deemed to constitute an automatic resignation, effective upon the date of such absence.

ARTICLE 18 - BEREAVEMENT LEAVE

Eligible employees shall be granted up to three (3) days to arrange for and attend a funeral in the event of a death in the immediate family. Immediate family here to include spouse, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother or father-in-law, son or daughter-in-law of the employee, or any person who is an actual member of the employee's household. Employees may apply to the President for one (1) additional day in cases of long travel requirements. 1986/89

Employees may apply to the President or his designee for permission to take bereavement leave of one (1) day for the funerals of relatives not listed above.

ARTICLE 19 - WORK YEAR

The College work year, as applied to full-time instructional staff, counselors, librarians (other than staff librarians), some technical assistants and directors (excluding 12 month employees) shall begin 5 working days prior to the scheduled beginning of classes in the Fall Semester and shall end 2 days after graduation in the Spring Semester. 1986/89

It is the intent of the above language to leave all employee's positions regarding the work year in a status quo position to that as existed in the prior contract.

ARTICLE 20 - MILITARY LEAVE OF ABSENCE

1. Military leave will be granted in accordance with Section 243 of the Military Law.

2. Notice of military obligation will be reported by the employee to their immediate supervisor and the Vice-President of Academic Affairs as soon as orders for military duty are received. Verification of orders may be required.

ARTICLE 21 - TRAVEL ON COUNTY BUSINESS

1. All accounts or statements must be submitted on a standard or approved form, and the claim voucher certified by the employee, as required for all claims. Employees using their automobiles regularly should submit their claims monthly. Employees who use their automobiles occasionally may elect to submit their claims quarterly.

2. Claims for mileage must list all business stops and the distance traveled between these stops, except within a city, town or village, in which case all stops must be listed, but if short mileage (less than two (2) miles) is involved, the mileage traveled can be listed after the last stop within such city, town or village.

3. No mileage reimbursement will be allowed for travel between residence and Court House or other County buildings, except as such reimbursement may be specially authorized by State Law or by regulations of the County Legislature, or in cases where an employee starts from residence on official business, in which case mileage claims must so state and give reason therefor.

4. Any person or employee traveling by an indirect route must assume the extra expense, as reimbursement will be based only upon such charges as would actually be incurred by traveling the most direct route. This rule will be waived when the use of expressways, even though not the most direct route, will result in the reduction of travel time.

5. In order to receive reimbursement for mileage at rates hereinafter provided, and for travel expense incurred by attendance at conventions, meetings of associations or organization, such attendance must have been previously authorized by the President. Such expenses must be listed on a BCC travel voucher, and accompanied by hotel bills, convention or meeting

registration receipts, airline, bus or train receipts or seat checks, toll and parking receipts. Meals and taxi fares must be listed separately. Meals are allowed only when obtained outside the County. When claiming taxi fares, starting point and destination must be listed, and if claiming such fares when automobile is available, reason for such charges must be given. Reasonable customary tipping will be allowed, and should be included in the respective taxi charges.

6. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival in the County.

7. When the use of a personally-owned car is authorized by the College President to operate on business for the County, all regulations herein contained must be observed, and the rates of reimbursement herein stated will be allowed in all cases except as otherwise authorized, allowed and directed by State Law.

8. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuit of County business, or to such meetings as may have been previously authorized.

9. All County employees traveling outside the County, on County business, must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursable expenses.

10. It is intended that the rates prescribed herein shall be maximum, and actual expenses only shall be charged. Said rates shall not be exceeded, except in such cases and for such employees as are specially excepted and otherwise authorized and directed by State Law for particular cases.

11. The mileage rate shall be .20 cents for each mile driven during the term of this Agreement.

12. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of up to $2.00 per hotel stay. Tipping for other types of lodging is not regarded as necessary or customary, and therefore not allowable. When the spouse accompanies a County employee, the amount of room charges allowable shall be the single-room rate for overnight accommodations.

13. Actual and necessary charges for meals shall be allowed. These may include a reasonable tip and, when claiming reimbursement, need not be claimed separately.

14. Emergency repair work only shall be authorized on County cars while out of the County. In claiming reimbursement, an explanation of the reason for such repair work should be given.

15. County-owned cars should be fully gassed at County pumps before leaving the County. Gasoline credit cards should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the Comptroller with his voucher for reimbursement.

16. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of the party with whom communication was held.

17. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.

18. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed.

ARTICLE 22 - LIFE INSURANCE

Any full-time employee covered by this Agreement shall be entitled for coverage for an amount of $5,000.00 in the Broome County Group Life Insurance Plan presently in existence. 1986/89

The Public Employer agrees to pay the premium for such Group Life Insurance Plan.

ARTICLE 23 - HEALTH INSURANCE

1. The Public Employer agrees to pay for health insurance protection equal to or better than the health insurance protection provided in the 1979-80 academic year.

2. The Public Employer will pay 100% of the full premium for full-time employees and 95% of the full premium for coverage of their dependents.

3. Effective September 1, 1987 the major medical limits of the Broome County Health Plan (so referenced in #1 above) shall be $100,000 per year, and $500,000 per lifetime. 1986/89

Effective upon implementation of a mail-order maintenance drug procedure, prescription card co-pays, per prescription shall be as follows:

$5.00 = Brand-name drug
$2.00 = Generic drug
$2.00 = Generic unavailable
$ 0 = Mail-order maintenance

4. A Labor-Management Committee shall be established to review establishing the current pre-admission certification program.

If the agreement is not reached by the Committee, the contract shall be reopened on this point only.

5. For employees hired March 1, 1979 or before, retiree health insurance eligibility shall be effective after 5 years of service. For employees hired after March 1,1979, retiree health insurance eligibility shall be effective after 10 years of service. In either case, the employee must be retirement eligible. For eligible employees who retire after September 1, 1986, the County shall provide medical health insurance coverage. The rate and benefit

levels shall be the same as in effect as for active employees, and will change if the plan for active employees changes. 1986/89

6. A full-time adjunct who carries a load of twelve credit hours, fifteen contact hours or who works a 30 hour work week, or more for four consecutive months shall be eligible for insurance coverage as in section 2, 3, and 4 above. It will be the responsibility of the employee to request health insurance coverage through the College when he/she becomes eligible for this benefit.

ARTICLE 24 - RETIREMENT

The Public Employer shall continue maintaining the retirement programs of the New York State Teachers' Retirement System (TRS) and the New York State Employees' Retirement System (ERS). In addition, the Public Employer shall make available to employees covered under this Agreement, the retirement program offered by the Teachers' Insurance and Annuity Association (TIAA) and the College Retirement Equity Fund (CREF).

An employee covered under this Agreement must elect to participate in only one of the aforesaid retirement programs to which the Public Employer will contribute. The parties agree that the Public Employer is required under this Agreement to contribute to only one of the retirement programs.

ARTICLE 25 - LIABILITY PROTECTION

The Public Employer shall provide comprehensive public liability protection in an amount not less than $100,000.00 for each employee covered under this Agreement while acting within the scope of his/her duties.

ARTICLE 26 - DUES DEDUCTIONS & PAYROLL DEDUCTIONS

The Public Employer will deduct from the wages of employees represented by the Faculty Association from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the Public Employer in accordance with this Article will be remitted to the Faculty Association on a regular monthly basis. The revocation rights of an employee relating to payroll deductions are recognized by the Faculty Association under this Agreement in accordance with applicable New York State Law. Payroll deductions will be available for any of the following if requested by the employee in writing on appropriate form:

1. Fiduciary Agent
2. G.H.S. Federal Credit Union
3. Tax Sheltered Annuity
4. United Way
5. When the Association can document that 85% of regular full-time and adjunct full-time employees are dues paying members of the Association, the following agency shop provision shall be put into effect: 1986/89

   The employer shall deduct an agency shop fee in the amount equivalent to the unified dues of the Association and transmit the sums so deducted to the Association.

Deduction of this agency fee provided for in the above paragraph of this Article shall be made, consistent with the dues deduction schedule of this Agreement, beginning in July and ending in June of each school year, or in such other manner as the parties may agree in writing. The employer agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year. 1986/89

The employer and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this article.

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgements, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

ARTICLE 27 - TERMINATION OF PAY

Members covered by this Agreement, whose employment is terminated or who resigns with proper notice (which shall be a minimum of two weeks), shall receive monies equal to the difference between salary paid and money earned which has accumulated to the effective date of termination or resignation. 1986/89

ARTICLE 28 - COMPENSATION

1. Effective September 1, 1986 regular full-time employees shall be paid in accordance with Appendix B-1. 1986/89

2. Effective September 1, 1987 regular full-time employees shall be paid in accordance with Appendix B-2.

3. Effective September 1, 1988 regular full-time employees shall be paid in accordance with Appendix B-3.

4. Effective September 1, 1986 each adjunct teaching professional employee will be paid in accordance with the following: 1986/89

Level I (part-time)	$360 per lecture hour for semester $315 per laboratory hour for semester
Level I (full-time) (9/1/86)	$396 per lecture hour for semester $347 per laboratory hour for semester
Level I (full-time) (9/1/87)	$416 per lecture hour for semester $364 per laboratory hour for semester
Level I (full-time) (9/1/88)	$437 per lecture hour for semester $382 per laboratory hour for semester

Level II (part-time)	$420 per lecture hour for semester $375 per laboratory hour for semester
Level II (full-time) (9/1/86)	$462 per lecture hour for semester $413 per laboratory hour for semester
Level II (full-time) (9/1/87)	$485 per lecture hour for semester $434 per laboratory hour for semester
Level II (full-time) (9/1/88)	$509 per lecture hour for semester $456 per laboratory hour for semester

5. Level I is the starting rate. Instructors will move to Level II after completing three years of instruction of at least 2 semesters per year or the equivalent thereof. Examples: One semester each year for six years; Fall and Spring semesters for 3 years; Fall or Spring and Summer semester for 3 years. An individual loses any accumulation of semesters if he/she does not teach for a two-year period.

6. A general wage increase of ten (10) percent shall be granted to the full-time, hourly, temporary service employees hired before July 15, 1986 effective September 1, 1986. A five (5) percent general wage increase will be effective September 1 in each of the last two years of the contract, for people hired before July 15 of each year. 1986/89

7. Course compensation is for all services related to the course assignment, including preparation time, final exam, availability to meet with students if they request at a mutually agreeable time, attendance at one department meeting per semester if required by the chairperson (meeting will be in evening if it is an evening course), and all necessary and required reports of student attendance, grades, etc.

8. Members of the bargaining unit whom the parties have agreed shall perform duties beyond the work here defined in Article 19 of the Agreement shall receive additional salary as computed as follows: Employees changed to a 12-month status shall have an additional 20% increase in salary to their base salary (and vacation, holidays and leave accrual shall be consistent with the policies applied to the administrators at the College).

ARTICLE 29 - LONGEVITY SERVICE PAY

1. Effective September 1, 1984 the longevity system shall be as follows:

Continuous Years of Service	Annual Amount
5 - 9	300
10 - 14	600
15 - 19	900
20 - R	1,200

Payments will be made on or about November 1st each year for those employees who have completed the necessary amount of years in that calendar year. The payment shall be part of the regular paycheck, and a payroll factor shall be used for tax purposes.

The above longevity shall apply to full-time regular employees and full-time adjuncts shall receive longevity service credit for continuous full-time service with no breaks. 1986/89

2. The longevity payment provided for in this Article shall be in addition to any normal salary adjustment negotiated. Such payment shall become payable commencing with the first full pay period following the completion of the years of service required.

3. An authorized absence or unauthorized absence (except sabbatical leave) without pay of one year or less shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

ARTICLE 30 - MISCELLANEOUS BENEFITS

1. Physicals, x-rays and immunization.

a. Physical examinations required by law shall be paid for by the County and shall be administered by the physician(s) employed by the College, or any physician chosen by the employee at the County rate.

b. The Public Employer shall arrange to provide free flu shots in October to all professional staff who desire them.

2. The County shall contribute $30,170, or cost of the current benefit for academic years 1986-1987, 1987-1988, and 1988-1989. 1986/89

The Benefit Fund shall be used exclusively for an employee benefit, and the fund shall be administered by two trustees. One trustee to be named by the County Executive and one by the Faculty Association. Any monies or checks expended from the Benefit Fund shall bear the signature of both trustees.

The Benefit Fund shall be used only for equal benefits for all full-time employees. Full-time adjuncts shall become eligible for this benefit after one full semester, while continuing on full-time status. 1986/89

The monies shall not be used in any manner for the purpose of financing any job action or related activities.

The trustees shall file a report by July 1st annually with the County Executive's Office and with the Association setting forth benefits purchased and the status of the Fund account. Representatives of the County and Faculty Association shall immediately meet to discuss alternative benefit programs for application of this Fund, which shall be approved by the two trustees. 1986/89

3. Employees covered by this bargaining agreement employed to provide full time professional services, other than teaching, beyond the work here described in this Agreement, shall be compensated at a per diem rate equal to 1/200 of their basic annual salary rate.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1986 and shall continue in effect until August 31, 1989. 1986/89

ARTICLE 32 - REOPENING NEGOTIATIONS

Except as specifically provided to the contrary, this Agreement shall be effective September 1, 1986, after ratification by members of the Negotiating Unit represented by the Faculty Association and the County Legislature and continue in full force and effect until the 31st day of August 1989. 1986/89

A party shall notify the other, in writing, no sooner than April 1, but prior to April 30, 1989, that it wishes to modify this Agreement. In such cases, negotiations shall commence within thirty (30) days from such date of notification. 1986/89

ARTICLE 33 - TAX SHELTER PROGRAM

Pursuant to Article 8C of the Education Law of the State of New York and subject to the prior approval of the Board of Trustees of the State University and the prior approval of the Commissioner of the Internal Revenue Service, employer agrees to continue the Special Annuity Program for employees electing to enter into an agreement with employer for the reduction of their annual salaries for the purpose of purchasing annuity contracts.

ARTICLE 34 - LABOR-MANAGEMENT COMMITTEE

There shall be established an Ad Hoc Committee, the composition of which shall be mutually agreed upon by the parties, which shall meet to discuss problems arising on campus. This Committee shall concern itself with matters attendant to labor-management issues.

ARTICLE 35 - APPOINTMENT OF ACADEMIC STAFF

A. Types of Appointment:

1. Initial Appointment - An initial appointment shall be an appointment to the academic staff for a period of one year which shall expire at the end of that period. There shall be an additional one year Initial Appointment following the First Initial Appointment. If the starting date of the initial appointment is after September 1, this initial appointment will be for the balance of the year to August 31 and for the succeeding year. All persons appointed to the academic staff — except those appointed for temporary or part-time service — shall first be given an initial appointment.

2. Term Appointment - Reappointment at the end of the second Initial Appointment shall be a term appointment for a period of two years and shall expire at the end of that period unless terminated earlier. A

term appointment may be extended by agreement between the department and the Vice-President for the specific purpose of satisfying any degree requirement as may be established by the Board of Trustees.

3. Continuing Appointment - Reappointment at the end of a term appointment shall be a continuing appointment. It shall be granted, for an indefinite period, not be affected by changes in rank and continue until terminated in accordance with Article 46.

4. Temporary Appointment - A temporary appointment shall be an appointment to the academic staff for a temporary, unspecified period which may be terminated at any time.

5. Department Chairpersons - The Department members shall forward to the administration the name(s) of the department member who they wish to recommend to serve as chairperson.

B. Methods of Appointment:

1. Initial, Term and Temporary Appointments to the academic staff shall be made by the President, who shall report all such appointments to the Board of Trustees. The President shall consult members of the department (if available) before making recommendations for initial appointment.

2. Continuing Appointments to the academic staff shall be made by the Board of Trustees upon the recommendation of the President. The President shall consult members of the department (if available) according to the Evaluation Article, before making such recommendation.

C. Notices:

1. Appointments, reappointments and changes in status. The President or his designee shall notify members of the academic staff promptly, in writing, of their appointments, reappointments, promotions, changes in status or other changes in the terms or conditions of their positions.

2. Term Appointments - The President or his designee shall notify, in writing, members of the academic staff holding initial appointment whether or not they will be granted term appointments. Such notices shall be given as far in advance as feasible and ordinarily not later than March 1 of the applicable academic year. 1986/89

3. Continuing Appointments - The President or his designee shall notify, in writing, members of the academic staff holding term appointments whether or not they will be granted continuing appointments. Such notices shall be given as far in advance as feasible and ordinarily not later than six months preceding the expiration of their term appointment.

4. Adjunct Appointments: The President or his designee shall notify in writing, members of the academic staff holding adjunct appointments, of any changes in status or load assignments as far in advance as feasible. 1986/89

D. Procedure:

1. Adjuncts who have been employed for at least the last four consecutive semesters, excluding summer, who apply for positions in accordance with the normal process and who have been evaluated satisfactorily, shall be granted an interview when a position is being filled. Further, the adjunct must be employed in the department where the vacant position exists. 1986/89

The above stated interview guarantee shall not entitle the applicant to the vacant position, or to any consideration other than an interview as outlined above.

2. Initial Appointment - In the recruitment and appointment of academic staff members the chair of the department involved shall consult members of his staff who have continuing appointment. These members shall establish procedures for submission of recommendations to the department chairperson. All recommendations will subsequently be forwarded through Administration channels.

3. Term and Continuing Appointment - Each department chair shall establish a standing committee on term and continuing appointment, comprised of all members of his department having continuing appointment except himself. Where a department is too small to effectively comply with this policy, the department chair shall involve appropriate personnel of his division who are knowledgeable in one or more of the criteria listed in Evaluation Article. 1986/89

Each committee shall evaluate individuals from the respective department only, and submit a written recommendation to both, the department chair and the Dean if appropriate and then to the President or his designee.

The department chair shall forward his own recommendation through the appropriate Dean to the Vice-President of Academic Affairs. The following are criteria to be used by Committees for evaluating individuals who are up for the second Initial Appointment, Term and Continuing appointment:

a) Teaching Effectiveness
b) School and Professional Development
c) Contribution to the College Program as a whole

E. Search Committees referenced in this Article shall have one (1) campus person appointed by the President on the regular Search Committee.

ARTICLE 36 - PROMOTIONS

A. Initiation of Promotion

1. Requests for promotion shall be initiated by the department chair except as follows: A faculty member who has not been promoted for four years and whose chair opposes his application for promotion at this

time, shall be free to apply to the department standing committee. If the majority of the members of this committee support the application for promotion, the chair shall be required to initiate the process for promotion.

2. The chair shall prepare an evaluation report using the criteria included under Article 41, Section C on each member who is seeking promotion. The chair shall forward this report to the Committee for Professional Evaluation (CPE). The chair shall make available to the department standing committee any material which the committee requests.

B. Department Standing Committee

The departmental standing committee shall consist of all department members who have continuing appointment and who are not currently being considered for promotion. The standing committee shall construct a report using the criteria included under Article 41, Section C on each member being considered for promotion. This report shall be forwarded to the CPE.

C. Committee on Professional Evaluations

1. Membership - This committee will be composed of one representative having academic rank from each of the four academic areas, elected by those areas, and one non-classroom representative elected by non-classroom personnel.

2. Procedure - The committee shall make recommendations on all requests from the staff and administration for promotions, for those employees covered by this Agreement. They may use all evaluation reports and materials along with recommendations of the Department Committee, and Department Chairperson. If the committee initially determines that they are not going to make a positive recommendation, they shall so notify the employee with a statement of reasons. The employee may appeal a negative recommendation at a hearing before the committee to present additional information. The Committee will finalize their report by majority vote and forward same to the President. 1986/89

D. The President of the College

The President or his designee shall review the recommendations and the report from the committee and forward his recommendations, and the complete report from the committee to the Board of Trustees. If the President does not recommend for promotion, term or continuing appointment, the individual shall receive from the President a statement of reasons for such denial.

E. The Trustees of the College

The individual may appeal said denial by the President in writing to the Board of Trustees prior to their action on the promotion, term or continuing appointment recommendation if they had been recommended by the Committee. 1986/89

The trustees shall consider each written appeal and render a written decision to each individual so appealing. If the trustees deny an appeal, they will indicate the reasons for the denial in the written decision.

F. Statement of Reasons

If an employee is not recommended and/or denied either promotion, or term appointment, the individual shall be furnished with a statement of the reasons.

G. Promotional Adjustments

The promotional adjustment shall be seven percent (7%) of the employee's current base salary, rounded to the nearest higher step or minimum B of the new grade , whichever is greater. 1986/89

ARTICLE 37 - TRANSFER

Each full time faculty member who requests and is granted a transfer from one department to another shall be subject to the hiring procedure set forth in Article 35 of this agreement. Upon transfer, the faculty member shall begin as least senior in the new department, but maintain seniority in the old department. If said faculty member is retrenched or denied continuing appointment in the new department, he or she has bumping rights over members of the old department who have less total years with the College.

Each faculty member who so transfers shall be granted a term or continuing appointment provided that the said faculty member is a term or continuing appointee at the time of transfer. In the case of the faculty member having continuing appointment the new department may recommend the individual transfer his/her continuing appointment. The President or his designee will decide whether to grant the recommendation. If no recommendation is made the individual will transfer without continuing appointment. In the case of a term appointment, the President or his designee can set the length of such term appointment less than two years. The said faculty member shall be subject to contract evaluation procedures until continuing appointment is either granted or denied.

After continuing appointment is granted, the said faculty member may return to the old department with total years accumulated toward seniority if a vacancy exists. Said individual must submit to the transfer procedure as outlined above.

ARTICLE 38 - LOAD

A. Fourteen to sixteen semester credit hours shall constitute the usual range in an academic semester with a maximum of 31 semester credit hours per year.

In addition to teaching and other services related to the course assignment, responsibilities of professional employees shall include but not be limited to advisement, registration, office hours, committees, meetings, filing grades, attendance reports and such other duties as may be assigned by the Department Chairperson.

B. In all assignments where the number of contact hours exceeds the number of semester credit hours, the usual range shall be 15 to 19 contact hours in an academic semester with a maximum of 36 contact hours per year. In addition, in any given semester/academic year the maximums shall not be considered the norms.

C. If an employee is allowed to work more than 31 credit hours or 35 contact hours in an academic year, he/she shall be paid in accordance with Appendices C or D. Such assignment shall be made by the Department Chair- in accordance with approvals required by this Article. 1986/89

D. Overload

1) Day: A Day Overload occurs when a full-time permanent faculty member's teaching load exceeds 31 semester credit hours per year or 35 contact hours per year. Payment for the overload will be in accordance with the schedule attached as Appendix C and D. Day overload shall be allowed only in cases of extreme emergencies and where the Dean and/or Vice President in conjunction with the Chairperson, deem it necessary. Overload assignment shall require the approval of the President.

2A) Evening: Any full-time permanent faculty member who volunteers to teach an evening (after 5 p.m.) course that is above and beyond his/her normal load shall be paid according to the schedule attached as Appendix C and D for that assignment.

2B) Fall overload payments shall be made in the following manner:

If, due to the employees spring load schedule, the employees' load for the academic year is known to be greater than the above load parameters, the payment for the fall overload work shall be paid during January of the spring semester. Such payment will be made part of a regular payroll check, with an appropriate allowance for withholding tax.

Spring overload payments will continue to be made in the regular paycheck.

2C) In the interest of maintaining instructional quality, evening credit overload assignments are limited as follows: one (1) course including a lab for each Fall or Spring semester. Any assignment exceeding the limit shall require the approval of the President or his designee.

2D) Members of the bargaining unit shall be advised by the chairperson of the proposed evening and summer credit courses for the upcoming term or semester. Individuals who are interested and qualified to perform such course assignments shall make their interests known in writing to their chairperson.

2E) Staffing assignments shall be made by the department chairperson based upon program considerations. Priority will be given to full-time faculty within the department sponsoring the courses.

2F) Full-time regular faculty presently teaching shall have the right to continue such assignment to an evening course, if qualified by virture of academic training or professional experience and consonant with acceptable performance by the individual. Right to continue assignments extend initially to qualified full-time members of the department offering the course, secondarily to qualified full-time out-of-department faculty, whether or not the faculty members has taught the course previously (days or evenings). Determination will be made by the Department Chair. If the demand for overload assignments exceed course availability, assignments shall be made on a rotational basis to full-time permanent department members based on the above concepts.

D. Underload:

1. A teaching faculty member who does not meet the minimum credit or contact hours as set forth in sub-division "A" and "B" above may be assigned with no extra compensation at the discretion of the President to teach evening courses that come within the normal workload requirements.

E. Summer Session:

1. Any faculty member who volunteers to teach a summer course shall be paid according to the schedule attached as Appendix "C" for that assignment. In the interest of maintaining instructional quality, summer assignments are limited to one (1) course including a lab during the summer session. Staffing assignments shall be made by the department chairperson based upon program considerations. Any summer assignment exceeding this limit shall require the approval of the President or his designee.

2. Full-time faculty presently teaching a summer overload course shall have the right to continue such assignment to a summer course if qualified by virtue of academic training or professiional experience and consonant with acceptable performance by the individual. Right to continue assignments extend initially to qualified full-time members of the department offering the course, secondarily to qualified full-time out-of-department faculty, whether or not the faculty member has taught the course previously (days, evenings or summer). Determination shall be made by the Department Chair. If the demand for overload assignments exceeds course availability, assignments shall be made on a rotational basis to full-time department members based on the above (E-2) concepts.

ARTICLE 39 - ACADEMIC AND INDIVIDUAL FREEDOM

It is the policy of the College to maintain and encourage full freedom within the law of inquiry, teaching and research. In the exercise of this freedom, the faculty member may without limitation discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject.

In his private and personal life, the faculty member has the same freedom as other citizens, as long as said actions do not adversely effect professional performance. However, in his extramural utterances he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE 40 - EVALUATION

A. Objectives

The objectives of the evaluation process of teaching and non-teaching professions are:

1. To improve the performance of the individual being evaluated.

2. To encourage individuals to seek and use opportunities for personal growth and professional development.

3. To gather information which can be used in regards to decisions relating to the promotion and retention of individuals.

This system requires that each member of the teaching and non-teaching professional staff, including adjunct faculty and department chairpersons, be evaluated by peers, students, supervisors, and the staff member him/herself.

Any classroom evaluation done shall be done with prior knowledge of the person being evaluated. Within one week following a classroom evaluation, there shall be a conference between the evaluator and the person being evaluated. A copy of the complete evaluation form shall be given to the person evaluated.

Forms currently used shall be used until such time that changes in the forms and/or their use are changed by an evaluation committee composed of equal representation from the College and the Association.

B. Frequency

1. Those on initial or term appointment shall be evaluated at least once each semester.

2. Those on continuing appointment shall be evaluated as designated below using grades listed in Exhibit A.

3. The frequency norms do not preclude the appropriate Dean or Vice President from ordering more frequent evaluations, if he or she deems such evaluation necessary.

F-3 At least once a year.

F-1, F-2, F-4, F-5, F-7 At least once every two years.

F-6 At least once every three years.

F-8 At least once every four years.

C. The Evaluation Report

The Chairperson will write a report of at least one paragraph using the following criteria generally used by academic employers at the community college level. Evidence need not be shown in every category in 2, 3, 4.

1. Teaching Effectiveness - Knowledge of subject matter, application of good teaching techniques, influence and rapport with students, as evidenced by:

   a. peer and chair evaluations
   b. self evaluation
   c. student evaluations

2. Professional Development - Evidence of continued growth such as formal courses, conferences, seminars, travel, self study, etc.

3. Academic Activities - Development of courses, committee assignments, advising student organizations, publications, additional teaching, equipment adaptation and maintenance, etc.

4. Professional Activities - Professional association, additional professional commitments, professional consulting, professional community activities, etc.

The chair's report will be read and initialed by the staff member before forwarding to the next level. This should be done early enough so that the staff member has an opportunity to respond in writing before the report is forwarded to the next level. The written response will be forwarded as a part of the report.

ARTICLE 41 - USE OF FACILITIES

A. Association Business

1. Association representatives shall have the right to transact Association business on College premises at any reasonable time provided the same does not interfere with instruction. Upon prior request from the Association, the College shall permit the Association to utilize College equipment and facilities for meeting purposes on a space available basis.

B. The President of the Faculty Association or his designee shall occupy the current office space designated for the Faculty Association office. This office shall serve the dual purpose of Faculty Association office and Faculty office of that individual. Should a change in the president occur, the out-going president shall be moved back to his/her original office and the in-coming president shall occupy the Faculty Association office for the dual purpose stated above.

C. Reimbursement for College Expenses

The Association will reimburse the College for any expenses incurred relating to facility and/or equipment usage, supplies, postage and telephone charges.

ARTICLE 42 - VACANT POSITIONS

A. Whenever a new professional position or vacancy occurs, such positions or vacancies shall be posted on all bulletin boards for a period of ten (10) days. A copy of the notice will be sent to the President of the Faculty Association and to all department chairmen. Posting notice will include the procedures to be followed for application and will indicate to whom said application should be forwarded.

1) Postings will also indicate the approximate date it is expected that said position will be filled.

B. When a vacancy or new position becomes vacant, as described above, and a former bargaining unit employee (who is currently working as a Broome Community College administrator) wishes to return to the bargaining unit, he/she shall request the position according to the following procedures:

1) The employee must meet the qualifications of the position (as developed by the Department and approved by the President and/or Vice President.)

2) Application must be made to the College President no later than 30 calendar days before the start of the academic year.

3) Application for return to the bargaining unit at some time other than the start of the academic year, shall only be by mutual agreement between the Association and the College President.

4) Those administrators who return to the bargaining unit (as described in B above) shall be eligible for all contractual coverages guaranteed by this agreement, including but not limited to seniority from the date or original granting of academic rank.

C. Administrators may be awarded academic rank by the Board of Trustees, effective no earlier than January 1, 1979.

1) Those administrators (described in C above) who wish to enter the bargaining unit shall follow the same procedures as described in B above, and shall be eligible for all contractual coverages guaranteed by this agreement, including but not limited to seniority from the date of receipt of academic rank.

Administrators returning to teaching under this provision shall attain continuing appointment status on the same basis as all others covered under this Agreement.

ARTICLE 43 - PERSONNEL FILES

The administration shall maintain two (2) personnel files, an open file and a closed file for each member of the bargaining unit. The open file

shall contain all materials accumulated after the person's initial appointment to the College. Entries shall be made on a timely basis, with a copy to the individual involved, and shall be available for review by the individual or his representative upon reasonable notice. The individual shall have the right of review and to respond to any of the materials contained therein. The individual may copy anything in the open file in the presence of the appropriate Vice-President or his designee.

The open file shall be maintained by the appropriate Vice-President. The closed file shall contain only the materials accumulated prior to the individual's starting date at the College. There shall be no other personnel files maintained. Any time material is removed from the individual's file, a copy of said removal shall be forwarded to the individual noting same has been removed.

ARTICLE 44 - INDIVIDUAL AGREEMENTS

Individual arrangements and agreements with members of this bargaining unit shall be consistent with the terms and conditions of this Agreement.

ARTICLE 45 - DISCIPLINE

No member of the bargaining unit will be disciplined, dismissed, reduced in rank, or deprived of any professional advantages without just cause.

A. Procedure.

1. Charges shall be initiated by the President of the College and shall be in writing in sufficient detail to apprise the Faculty member of the nature of the charge and shall specify the proposed disciplinary action sought.

2. There shall be a thirty (30) day notice and service of charges relative to any action regarding termination of employment.

3. All other disciplinary actions must be preceded by a seven (7) day notice and service of charges.

4. Upon receipt of charges, the employee may request a hearing according to these procedures within thirty (30) calendar days of receipt of charges.

B. The employee has the right to be represented by counsel or whomever he or she chooses, to summon witnesses, examine evidence presented against, to present evidence, and cross-examine witnesses. The technical rules of evidence will not be required.

C. The hearing is to be conducted before the Arbitrator as set forth in the rules and procedures of the American Arbitration Association.

D. The employer shall provide a complete transcript of the proceedings and a copy will be made available to the employee subject to the disciplinary action.

E. Pending the hearing and determination of charges, the employer may suspend the employee.

F. The decision of the hearing officer is final and binding on all the parties and is reviewable only under the provisions of Article 78 of the CPLR.

G. There shall be a three year limitation relative to evidence which may be alleged in the complaint by the employer from the date of the event or from the date the employer becomes aware of this event.

ARTICLE 46 - WAIVER OF TUITION

A. Effective January 1, 1984 full-time employees and their dependents will be permitted to take credit bearing courses offered at the College without payment of tuition if they meet all the following conditions:

1. Space is available. Space is defined as the course quota (number of seats available in all sections of the particular course as set up by the College).

2. Full-time employees and their dependents may have the option of enrolling for an audit grade. In cases where a letter grade is chosen, a passing grade is required. 1986/89

3. Dependents shall be legal spouse and children only.

4. The waiver covers tuition only and does not apply to fees.

5. There shall be no limit on the amount of courses.

6. Priority will be given to all employees over any dependent, and priority will be given to those who enroll for a grade over those who choose an audit grade. 1986/89

7. If one or more persons covered by this clause are registered and enrollment is at the course quota level, then all such persons shall be responsible to pay the tuition cost.

8. If payment becomes necessary, for any reason other than grade, they must be made by the end of the second week of classes.

9. Tuition payment will be based on the credit hourly rate, up to twelve (12) credit hours.

10. Enrollment shall be compared to the course quota on the last day of the first full week of classes.

11. If payment becomes necessary, due to a person receiving less than a passing grade, payment shall be made within two (2) weeks after the issuance of the grade. 1986/89

12. Persons covered herein are responsible for completing and submitting a waiver form to the Student Accounts Office at the time that tuition is due.

13. All waiver forms shall be approved by the College President or his designee.

14. Any person covered herein who fails to make timely, proper or full payments shall be barred from taking advantage of this benefit in the future.

15. Any person covered herein who withdraws after the tenth week of the semester shall be required to pay for the full cost of the course. Repayment may be waived in extraordinary circumstances at the discretion of the College President or his designee. The President or his designee's determination shall not be subject to the contract grievance procedure. 1986/89

16. All of the above shall apply to mini-courses except as follows:

    a) This waiver is for tuition cost only. Any other course cost, even if included in the tuition fee such as travel, tickets, etc., will be borne solely by the employee.

    b) Mini-courses may be taken only when they meet the prescribed cost quotas.

ARTICLE 47 - EARLY RETIREMENT

A. In consideration of a one-time irrevocable written notice to retire early, an eligible member will receive a final salary adjustment equal to a percent of the base salary of the said faculty member for the last academic year of employment, as indicated on the following table:

Number of years of continuous full-time service at BCC before academic year of-retirement	Age During Academic Year of Retirement					
	55	56	57	58	59	60
17	100	95	85	72	62	50
16	98	90	80	67	57	45
15	95	85	75	62	52	40
14	90	80	70	57	47	35
13	85	75	65	52	42	30
12	80	70	60	47	37	25

B. The final salary adjustment provided for herein will be made in equal installments over the three pay periods immediately preceding the effective date of retirement.

C. For those faculty members who elect to take advantage of this early retirement option, the following benefits will apply:

(1) Health Insurance: The same health insurance benefit will be available as is available to full-time professional staff under the contractual agreement in effect at the time of retirement.

(2) Application of Unused Sick Leave: Reitrees will be permitted to apply unused sick leave toward their retirement program consistent with the extent permitted by the individual retirement program.

C. Each faculty member who elects to take advantage of this early retirement option shall provide the notice required by section A of this article to the President at least ninety (90) days prior to the effective date of retirement.

ARTICLE 48 - RETRENCHMENT

When in the judgement of the Public Employer and/or the Board of Trustees, retrenchment of staff and/or a reduction in the number of persons receiving responsibility adjustments becomes necessary, the Public Employer and/or the Board of Trustees may reduce the number of positions or persons receiving responsibility adjustments to the extent the Public Employer and/or the Board of Trustees deems necessary. 1986/89

Notice of termination must be given to a continuing appointee employee six months prior to the commencement of an academic semester, to a term appointee 60 days prior to the commencement of an academic semester, and to an initial appointee under a one year contract 30 days prior to the commencement of an academic semester. Employees holding other positions covered by this agreement shall also be entitled to 30 days notice prior to termination of their positions. This notice shall only apply to adjuncts with signed contracts.

A. Identification

1. Employees will be laid-off in the following order in the department area affected:

10 month	12 month
a. Part-time adjunct	a. 1600 budget lines
b. Full-time adjunct	b. 1000 budget lines
c. Initial	
d. Term	
e. Continuing	

On the recommendation of the appropriate standing committee, the President may retain an employee out of the above order, if he or she is the only employee qualified and prepared to teach a course(s) necessary to the proper functioning of the college. 1986/89

2. Seniority, for purposes of Section 1 above, shall be determined by the following criteria:

a. 10 month - 1000 lines

Each full-time academic year of service that has been served consecutively shall be counted as one calendar year of service.

b. 12 month - 1000 lines

All consecutive employment shall be counted as service.

c. Adjunct - 1600 lines

All consecutive employment shall be pro-rated and counted as service.

d. General

(1) Time spent on an unpaid leave of absence in excess of thirty (30) calendar days shall not be counted as service.

(2) Time spent on sabbatical shall be counted as service. However, summer sabbatical time shall not be added to such service.

(3) Employees whose employment with the County is terminated and who are subsequently rehired by the County shall only have seniority from their most recent employment date.

(4) In no event shall any employee accrue more than one year's seniority in any twelve month period.

(5) In the event that two employees have equal seniority, the following shall apply:

(a) First initial appointment date will be the generic standard used in determining seniority.

(b) If employees have identical first initial appointment dates and one receives tenure in an earlier semester, then the first employee to receive tenure on a semester basis has seniority.

(c) If the initial appointment date and semester of tenure or lack of tenure are the same, then the person with more semesters of uninterrupted adjunct employment, in accordance with Section C.1, prior to the initial appointment date shall have seniority.

B. Reassignment 1986/89

Faculty identified for reassignment or layoff shall be considered for reassignment only to departments in which vacancies exist.

If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have transfer rights in accordance with Article 37 of this Agreement. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given first to the faculty member with the most seniority.

C. Retraining

A faculty member identified for reassignment shall consult with the original department and the receiving department in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department and the appropriate vice president.

A faculty member whose retraining plan has been fully approved shall have first priority for the following:

1. Use of Tuition Reimbursement funds or other State and Federal funds which may become available for retraining purposes.

2. Use of sabbatical leave in accordance with Article 15.

D. Departmental Review

A faculty member who has been reassigned to another department under the terms of this article shall be subject to the following conditions:

1. The receiving department's standing committee shall review the job performance of the reassigned faculty member at least once each semester (twice each academic year), during a period not to exceed four semesters (two academic years), and make a recommendation to the appropriate chairperson which shall be forwarded through administrative channels.

2. The criteria to be used in this review process shall be the applicable parts of the Evaluation Procedure in Article 41.

3. The purpose of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advise on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishemnts, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.

4. If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance and opportunities for retraining, the department

shall refer the matter through the appropriate administrative channels. This reference should be made no later than the end of the third semester (one and one-half years) of the review period. 1986/89

5. In the event that an employee fails to meet the requirements of the new assignment, he/she shall be terminated from the reassigned position(s) without recourse to Article 46 - Discipline.

E. Recall

Employees who are laid off shall be put on a recall list in order of their seniority, Department and tenure classification. When a vacancy occurs, they shall be recalled under the following guidelines:

1. The employee shall remain on the active recall list for four (4) years from the time of layoff.

2. Recall shall only be to the Department from which the employee was laid off.

3. Employees, at the time of recall, shall be physically and mentally fit to resume their duties.

4. The recall offer shall be valid for a period of twenty (20) calendar days, and shall be mailed to the employee's last known address by certified mail.

5. No seniority shall accrue while an employee is laid off. However, such time shall not cause an interruption of years of service for longevity computation.

6. Upon recall, the employee's former salary shall be adjusted by all raises to which he/she would have been entitled during the period of layoff.

F. Under retrenchment, the number of bargaining unit positions being reduced and/or the reduction of the number of persons receiving responsibility adjustments is not arbitrable under this contract, nor does the arbitrator have any authority to review or make any determination of the substance of impact bargaining. A budget line position may be moved by the President of the College from one department to another depending upon the needs of the College.

G. The impact of any implemented reduction in staff or the number of persons receiving responsibility adjustments is subject to the collective bargaining process as to their impact on remaining unit members, and the parties agree that they will negotiate in good faith with reference thereto.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the dates noted hereafter.

COUNTY OF BROOME

BY _____
Broome County Executive
Carl Young

BY: _____
Witness

Dated: 9/23/87

Dated: 9/23/87

FACULTY ASSOCIATION OF BROOME COMMUNITY COLLEGE

BY _____
Margaret Wingate
President

BY: _____
Witness

Dated: 9/23/87

Dated: 9/23/87

Approved as to form

by _____

BROOME COUNTY
DEPARTMENT OF LAW

EXHIBIT "A"

Grade Key	Title
F-8	Counselor Librarian Professor
F-7	*Sr. Programmer/Analyst
F-6	Associate Counselor Associate Librarian Associate Professor
F-5	*Programmer/Analyst *Staff Associate
F-4	Assistant Counselor Assistant Librarian Assistant Professor
F-3	Instructor Staff Counselor Staff Librarian
F-2a	*Technical Assistant II
F-2	Technical Assistant II
F-1a	*Technical Assistant I
F-1	Technical Assistant I

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*Twelve Month Positions

Title

Classroom Instructor
Clinical Instructor
Program Coordinator
Artist
Librarian
Nurse
Counselor
Media Tech
Lab Tech

APPENDIX "A"

1986-87; 1987-88; 1988-89 RESPONSIBILITY ADJUSTMENT TO SALARY SCHEDULE

The following are responsibility adjustments as indicated for the additional responsibility of the duties of Department Chair or Assistant to the Dean, and are not to be considered a part of an employee's "basic salary."

	1986-87	1987-88	1988-89
DIVISION I			
Chair, Nursing Chair, Chemistry & Chemical Technology Chair, Electrical Technology Chair, Engineering Sciences & Physics Chair, Computer Studies Chair, Business	$2,235	$2,302	$2,302
DIVISION II			
Chair, Secretarial Sciences Chair, Dental Hygiene Chair, Civil Technology Chair, Mechanical Technology Chair, Biological Sciences Chair, Learning Skills	1,844	1,899	1,899
DIVISION III			
Chair, Radiologic Technology Assistant to the Dean, Scheduling & Program Coordination Chair, English Chair, History & Social Science Chair, Humanities Chair, Mathematics Chair, Special Careers Chair, Physical Education Chair, Computer Graphic	1,509	1,554	1,554
DIVISION IV			
Chair, Medical Office Assistant Chair, Medical Record Technology Chair, Medical Laboratory Technology	1,341	1,381	1,381

APPENDIX B-1

1986-87 SALARY SCHEDULE

FULL-TIME REGULAR POSITIONS (GENERAL WAGE INCREASE = 5%)

Grade	Min-A	Min-B	Step 1	Step 2	Step 3	Step 4	Job-Rate
F-1	11,479.	12,053.	12,656.	13,289.	13,953.	14,651.	15,384.
F-1A	13,774.	14,463.	15,186.	15,945.	16,742.	17,579.	18,458.
F-2	12,790.	13,430.	14,102.	14,807.	15,547.	16,324.	17,140.
F-2A	15,414.	16,185.	16,994.	17,844.	18,736.	19,673.	20,657.
F-3	15,741.	16,528.	17,354.	18,222.	19,133.	20,090.	21,094.
F-4	18,038.	18,940.	19,887.	20,881.	21,925.	23,021.	24,172.
F-5	19,046.	19,998.	20,998.	22,048.	23,150.	24,308.	25,523.
F-6	21,644.	22,726.	23,862.	25,055.	26,308.	27,623.	29,004.
F-7	22,300.	23,415.	24,586.	25,815.	27,106.	28,461.	29,884.
F-8	25,251.	26,514.	27,840.	29,232.	30,694.	32,229.	33,840.

FOOTNOTE:

1. Any employee receiving a base salary greater than job-rate (per implementation grid) shall receive a 7.45% increase on their final 1985-1986 base salary.

2. Any employee in (1) above who has 10 or more years of full-time continuous service shall receive an additional $320.

3. Any employee placed on the above salary schedule who receives an increase of less than 7.45% shall receive the difference of their actual increase and a 7.45% increase in the form of a one time bonus.

4. Any employee Step 4 or below with 5 or more years of full-time continuous service as of March 2, 1987 shall move up 1 step on March 2, 1987.

5. Any position that is changed from 10 months to 12 months will have a 20% increase added to the 10 month salary, provided there is not an appropriate 12 month grade above.

APPENDIX B-2

1987-1988 SALARY SCHEDULE

FULL-TIME REGULAR POSITIONS (GENERAL WAGE INCREASE = 4.2%)

Grade	Min-A	Min-B	Step 1	Step 2	Step 3	Step 4	Job-Rate
F-1	11,961.	12,559.	13,188.	13,847.	14,539.	15,266.	16,030.
F-1A	14,353.	15,070.	15,824.	16,615.	17,445.	18,317.	19,233.
F-2	13,327.	13,994.	14,694.	15,429.	16,200.	17,010.	17,860.
F-2A	16,061.	16,865.	17,708.	18,593.	19,523.	20,499.	21,525.
F-3	16,402.	17,222.	18,083.	18,987.	19,937.	20,934.	21,980.
F-4	18,796.	19,735.	20,722.	21,758.	22,846.	23,988.	25,187.
F-5	19,846.	20,838.	21,880.	22,974.	24,122.	25,329.	26,595.
F-6	22,553.	23,680.	24,864.	26,107.	27,413.	28,783.	30,222.
F-7	23,237.	24,398.	25,619.	26,899.	28,244.	29,656.	31,139.
F-8	26,312.	27,628.	29,009.	30,460.	31,983.	33,583.	35,261.

FOOTNOTE:

1. Any employee receiving a base salary of job-rate or more shall receive an 8.00% increase on their final 1986-1987 base salary.

2. Any employee Step 4 or below shall move up 1 step on September 1, 1987, assuming they have at least one year of full-time continuous service.

APPENDIX B-3

1988-1989 SALARY SCHEDULE

FULL-TIME REGULAR POSITIONS (GENERAL WAGE INCREASE = 4%)

Grade	Min-A	Min-B	Step 1	Step 2	Step 3	Step 4	Job-Rate
F-1	12,439.	13,061.	13,716.	14,401.	15,121.	15,877.	16,671.
F-1A	14,927.	15,673.	16,457	17,280.	18,143.	19,050.	20,002.
F-2	13,860.	14,554.	15,282.	16,046.	16,848.	17,690.	18,574.
F-2A	16,703.	17,540.	18,416.	19,337.	20,304.	21,319.	22,386.
F-3	17,058.	17,911.	18,806.	19,746.	20,734.	21,771.	22,859.
F-4	19,548.	20,524.	21,551.	22,628.	23,760.	24,948.	26,194.
F-5	20,640.	21,672.	22,755.	23,893.	25,087.	26,342.	27,659.
F-6	23,455.	24,627.	25,859.	27,151.	28,510.	29,934.	31,431.
F-7	24,166.	25,374.	26,644.	27,975.	29,374.	30,842.	32,385.
F-8	27,364.	28,733.	30,169.	31,678.	33,262.	34,926.	36,671.

FOOTNOTE:

1. Any employee receiving a base salary of job-rate or more shall receive an 8.50% increase on their final 1987-88 base salary.

2. Any employee step 4 or below shall move up 1 step on September 1, 1988, assuming they have at least one year of full-time continuous service.

APPENDIX "C"
OVERLOAD INSTRUCTION MATRIX
Compensation per Course, 15 Week
Semester or Equivalent
Effective 1986-87, 1987-88 and 1988-89

LEVEL I

Total Contact Hours	Lab Seminar Study, etc only	Number of Lecture Hours							
		1	2	3	4	5	6	7	8
1	335	360							
2	670	695	720						
3	1005	1030	1055	1080					
4	1340	1365	1390	1415	1440				
5	1675	1700	1725	1750	1775	1800			
6	2010	2035	2060	2085	2110	2135	2160		
7	2345	2370	2395	2420	2445	2470	2495	2560	
8	2680	2705	2730	2755	2780	2805	2830	2855	2880
9	3015		3065	3090	3115	3140	3165	3190	3215
10	3350			3425	3450	3475	3500	3525	3550
11	3685				3785	3810	3835	3860	3885
12	4020					4145	4170	4195	4220

APPENDIX D

OVERLOAD INSTRUCTION MATRIX

Compensation per Course, 15 Week Semester or Equivalent

Effective 1986-87, 1987-88, 1988-89

LEVEL II *

Total Contact Hours	Lab Seminar Study, etc. only	Number of Lecture Hours 1	2	3	4	5	6	7	8
1	410	435							
2	820	845	870						
3	1230	1255	1280	1305					
4	1640	1665	1690	1715	1740				
5	2050	2075	2100	2125	2150	2175			
6	2460	2485	2510	2535	2560	2585	2610		
7	2870	2895	2920	2945	2970	2995	3020	3045	
8	3280	3305	3330	3355	3380	3405	3430	3455	3480
9	3690		3740	3765	3790	3815	3840	3865	3890
10	4100			4175	4200	4225	4250	4275	4300
11	4510				4610	4635	4660	4685	4710
12	4920					5045	5070	5095	5210

* Any full-time employee who has previously taught two consecutive semesters immediately prior to the overload will be paid at Level II.

1986-1988

CONTRACT

between the

COLLEGE BOARD OF TRUSTEES

&

THE FACULTY ASSOCIATION

Cayuga County Community College

DURATION OF AGREEMENT

This contract shall become effective on September 1, 1986, and shall remain in effect until August 31, 1988.

The Board of Trustees and the Association agree that all items of concern to each side have been negotiated and will not be reopened by either side during the life of this agreement, except by mutual consent.

Cayuga County Community College

by Lawrence H. Poole
President

Cayuga County Community College
Faculty Association

by Scott D. Barnes
President

PREAMBLE

The Board of Trustees and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the College.

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ARTICLE I - DEFINITIONS

1. Association shall mean Cayuga County Community College Faculty Association.

2. College shall mean Cayuga County Community College.

3. Board shall mean the Board of Trustees of Cayuga County Community College.

4. Representative or Association Representative shall mean an authorized representative of the Cayuga County Community College Faculty Association.

5. President shall mean the President of Cayuga County Community College.

6. Faculty Member (Instructional staff and noninstructional staff) consists of all full-time professional staff employees who hold academic rank. Excluded are the following administrators: President, Academic Dean, Administrative Dean, Enrollment and Student Development Dean, Associate Academic Dean/Director of Continuing Education/Community Services, Director of Admissions/Financial Aid, Director of Buildings and Grounds, Director of Personnel Services, Director of Inmate Higher Education Program, Director of Public Information/Public Relations, Director of Computer Services/Records, Executive Assistant to the President, Comptroller, Programmer/Analyst and Admissions Counselor.

7. Academic Year shall mean five working days prior to fall registration through five working days after the last exam day of spring semester and graduation day.

8. Administration shall mean those persons responsible for management of the College. This includes the President, Academic Dean, Administrative Dean, Enrollment and Student Development Dean, Associate Academic Dean/Director of Continuing Education/Community Services, Director of Admissions/Financial Aid, Director of Buildings and Grounds, Director of Personnel Services, Director of Inmate Higher Education Program, Director of Public Information/Public Relations, Director of Computer Services/Records, Executive Assistant to the President, Comptroller, Programmer/Analyst and Admissions Counselor.

ARTICLE I - DEFINITIONS (continued)

9. Seniority shall be determined in the following order:

   A. Faculty rank

   B. Date of beginning full-time employment in rank

   C. Date of beginning full-time College employment.

10. Competence - Those courses which each department determines the faculty member is qualified to teach subject to approval of the Academic Dean.

11. Negotiating Unit - The negotiating unit shall consist of faculty members (instructional and noninstructional) who are full-time professional staff employees holding academic rank and shall exclude administrators excepting those serving as Department Chairs as provided under Section 13 below.

12. The words "shall" and "will" are mandatory and the word "may" is permissive.

13. Department Chair - a teaching faculty member temporarily assigned to administrative duties as defined under Article IX, Section 6.3.

14. Gender - Wherever the male or female gender is used, it shall be construed to include both sexes.

ARTICLE II - RECOGNITION

The Cayuga County Community College Board of Trustees having determined that the Cayuga County Community Faculty Association is supported by a majority of the faculty in a unit as defined in Article I, 11 above, hereby recognizes the Cayuga County Community College Faculty Association as the exclusive negotiating agent for all faculty members. This period of unchallenged representation shall extend to the maximum period allowed by law.

ARTICLE III - DUES DEDUCTION

1. The Treasurer of the Association will provide each faculty member with a form whereby the faculty member may voluntarily indicate his/her desire to have Association dues deducted from his/her salary. Faculty authorization for dues deduction shall be in the form set forth in Appendix A.

2. The Association shall then certify to the Business Office in writing, the current rate of its membership dues. Any future change in such rate shall be certified to the Administrative Dean thirty (30) days prior to the effective date of such change.

3. The Board agrees to deduct such dues from the salaries of faculty members within the unit covered by this agreement and to transmit these monies to the Association Treasurer.

4. Authorization for dues deduction may be withdrawn by an individual upon written request to the Business Office of the College. In the event of such withdrawal, the Administrative Dean shall notify the President of the Association.

5. The College agrees to deduct from the salaries of faculty members who are not members of the Association a fee equal to the Association dues and to remit the same promptly to the Association. Said fee shall be in accordance with the laws of the State of New York.

ARTICLE IV - ASSOCIATION, MEMBER AND MANAGERIAL RIGHTS

Section One - Rights of Consultation and Information

The President or his designee and the President of the Association or his/her designee agree to meet at mutually convenient times for the purpose of discussing matters related to the administration of this Agreement. Where either party requests such a meeting to discuss a particular section or clause of this Agreement and/or its application, prior notice of at least three working days must be given of such intent so as to allow reasonable time for consideration by the other party.

ARTICLE IV - ASSOCIATION, MEMBER AND MANAGERIAL RIGHTS (cont.)

Section Two - Association Meetings

The President and the Association President shall agree on and set aside one hour per month exclusively for Association meetings. Only under most unusual circumstances, and then only after consultation with the Association President, shall other activities requiring faculty attendance be scheduled during Association meeting times.

Section Three - Managerial Rights

The Board of Trustees of Cayuga County Community College hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York and of the United States. The Association shall designate a faculty representative to attend the monthly Board of Trustees meetings.

ARTICLE V - NEGOTIATION PROCEDURES

1. No later than March 1 of the final year of life of this agreement, the parties will enter into good faith negotiations over areas of the Agreement which either party desires to see altered.

2. If a new Agreement is not reached by April 15, either party may request a five (5) day lapse in negotiations followed by meetings between the parties with either party having the right to request the use of mediation on or after the first Friday in May.

3. In case of an impasse, the parties will seek to agree on a mutually acceptable private mediator or to use the services of the New York State Public Employment Relations Board. In case of mediation by a private person, the costs of such mediation shall be borne equally by each party.

ARTICLE VI - GRIEVANCE PROCEDURES

Section One - Declaration of Purpose

Because the establishment and maintenance of a harmonious and cooperative relationship between the President and the faculty is essential to the operation of Cayuga County Community College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of both parties through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

Section Two - Definitions

2.1 Grievance shall mean a claim by any faculty member or group of faculty or the Association of any violation, misinterpretation or inequitable application of any of the provisions of this agreement.

2.2 Grievance Committee shall mean a committee of five members created by and constituted of members of Cayuga County Community College Faculty Association.

2.3 Supervisor shall mean any department chair, immediate supervisor or other administrative or supervisory officer, except for the President, responsible for the area in which an alleged grievance arises.

2.4 Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

2.5 Party of Interest shall mean the Grievance Committee of the Association and any party named in a grievance, other than the aggrieved party.

2.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of a grievance.

2.7 Working Days shall mean Monday through Friday excluding legal holidays and vacation periods during the Academic Year, and shall not include the day on which a grievance is presented or appealed or returned.

ARTICLE VI - GRIEVANCE PROCEDURES (continued)

Section Three - Procedures for Faculty Grievances

3.1 Since it is important in maintaining good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by written mutual consent.

3.2 Grievances must be initiated at the first available stage within twenty (20) working days after the faculty member has knowledge of the act or condition on which the grievance is based, or the right to grieve the issue is forfeited.

3.3 If a decision at one stage is not appealed to the next stage within the time limit specified, and no extension has been agreed to by the parties thereof, then the grievance shall be deemed to be terminated.

3.4 If a grievance affects a group of faculty members and is associated with system-wide policies, it may be submitted by the Association directly at stage three.

3.5 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All parties of interest shall be given a reasonable opportunity to attend such meetings. Any faculty member who is a party of interest and must absent himself/herself from the classroom or other duties shall do so without loss of compensation.

3.6 At each stage after stage two, an aggrieved party and any party of interest shall have the right to confront and cross examine all witnesses, to testify and to call witnesses, and to receive a copy of any minutes, testimony or evidence. Tapes are acceptable and will be provided by the College.

3.7 Grievance forms approved by the Association and provided by the College will be distributed to each faculty member on request. (Appendix B)

3.8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files under the supervision of the President.

3.9 Failure, after stage one of the grievance procedure, to communicate a decision to the aggrieved party, his/her representative and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage.

ARTICLE VI - GRIEVANCE PROCEDURES (continued)

Section Three - Procedures for Faculty Grievances (continued)

3.10 The Association shall be entitled to at least three working days advance notice of all hearings on grievances beginning with stage three in which the aggrieved party is not represented by the Association and will be a party of interest therein.

3.11 Representation

A. Every faculty member has the right to bring a grievance and to select a representative of his/her choice except that no representative from any competing labor organization may represent a faculty member. However, stage four of this grievance procedure shall be available only to the Association and those aggrieved parties represented by it.

B. Any grievances in which the faculty association is not representing the aggrieved party shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

C. At any time when the aggrieved party is not represented by the Association, the Association may, in its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.

3.12 Any and all notices which this grievance procedure requires to be given to the President or Supervisors may be delivered to the President or, in his absence, to the person acting for the President.

3.13 In the event that a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced one-half so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as possible.

3.14 The denial of continuing appointment, a promotion in academic rank or the nonrenewal of term appointment shall not be subject to the Grievance Procedure excepting claimed violation of, or failure to conform to the procedural requirements for promotion or nonrenewal contained herein.

ARTICLE VI - GRIEVANCE PROCEDURES (continued)

Section Four - Stages of the Grievance Procedure for Faculty

4.1 Stage One: Informal - nonwritten

A. A faculty member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally.

B. Any settlement, withdrawal or other disposition of a grievance through the informal procedure shall not constitute any precedent in the disposition of similar grievances, unless agreed to by both parties.

4.2 Stage Two: Supervisor - written

If the grievance is not resolved informally within five (5) working days, it shall be reduced to writing and presented to his/her immediate supervisor. Within five (5) working days after the written grievance is presented to him/her, he/she shall render in writing a decision, and present it to the faculty member, his/her representative and the Grievance Committee.

4.3 Stage Three: President

If any aggrieved party is not satisfied with the written decision at the conclusion of stage two and wishes to proceed further under this procedure, the faculty member or his/her representative shall, within five (5) working days, file a written appeal of the decision at stage two with the President. Copies of the written decision at stage two shall be submitted with the appeal.

A. Within two (2) working days after receipt of the appeal, the President or his duly authorized Hearing Officer, shall set a date for a hearing and notify the faculty member and the Grievance Committee and all other parties of interest of said date. The hearing shall commence within five (5) working days of the date of receipt of an appeal received by the President.

B. The President or Hearing Officer shall render a decision in writing to the aggrieved, the Grievance Committee and the aggrieved's immediate supervisor within ten (10) working days after the conclusion of the hearing.

ARTICLE VI - GRIEVANCE PROCEDURES (continued)

Section Four - Stages of the Grievance Procedure for Faculty (continued)

4.4 Stage Four: Binding Arbitration

A. If an aggrieved party represented by the Association is not satisfied with the decision at stage three, and the Grievance Committee determines that a legitimate contractual grievance is involved, the Grievance Committee may submit the grievance to arbitration by written notice to the President within seven (7) working days of the decision at stage three.

B. Within ten (10) working days after such written notice of submission to arbitration, the President and the Grievance Committee will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. Parties will then be bound by the relevant rules and if the parties fail to agree or the arbitrator declines to timely serve, a request for a list of arbitrators will be made to AAA.

C. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issue. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this agreement or any provisions incorporated by reference herein.

The arbitrator's fees and other expenses, which may include preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any, shall be borne by the party calling the witness.

ARTICLE VII - TERMINATION OF SERVICE

Section One - Retrenchment

1.1 The service of any member of the faculty may be terminated in the event of program retrenchment or financial exigency. In the event termination is anticipated, the President shall notify the President of the Faculty Association before written notification is given the affected faculty member. The President of the Faculty Association and the affected individual shall meet and discuss with the President (in separate or joint meetings, at the discretion of the faculty member), the need for the retrenchment.

1.2 Retrenchment of faculty on continuing appointment or of faculty on term appointment being terminated during an academic year, will be subject to the grievance procedure commencing at stage three unless stage four is mutually agreed upon. Other than a claim alleging failure to follow procedural requirements, faculty whose employment is being terminated in accordance with Article X, Section 2.1A, shall be excepted from this provision.

1.3 In determining which faculty shall be retained, retrenchment shall be based upon seniority as a faculty member as defined in accordance with Article I, Section 9 and 10. Should the program or position be reactivated within a two-year period, the person or persons whose services have been terminated must be reinstated if they so desire.

1.4 The service of any member of the faculty may be terminated for light loading as provided in Article X, Section 2 of this Contract.

Section Two - Discipline

2.1 The College recognizes and subscribes to the concept of progressive discipline including:

A. Verbal notifications
B. Written notifications
C. Suspension, with or without pay
D. Termination

2.2 Whenever charges against a faculty member covered by this section are of a serious nature, as determined by the President, the charges shall be in writing, signed by the President and presented to the faculty member.

ARTICLE VII - TERMINATION OF SERVICE (continued)

Section Two - Discipline (continued)

2.3 There shall be no specific time limit on a suspension with pay; however, such suspension shall not be for an unreasonable period. A suspension without pay shall not exceed 30 calendar days. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this agreement or any provisions incorporated by reference herein.

Section Three - Termination

3.1 Members of the faculty holding continuing appointment shall hold their respective positions during good behavior and competent service and shall not be removed except for cause as specified below.

3.2 During the first year they hold a term appointment at the College, faculty members' service may be terminated with 30 calendar days notice. In subsequent years, faculty on term appointment will continue to hold their full-time appointments year to year during good behavior and competent service and will not be removed for the duration of a particular academic year except for cause as specified below.

3.3 Term appointments are nonrenewable as specified in Article IX, Section 3.2B.

3.4 Temporary appointments are nonrenewable as specified in Article IX, Section 3.2C.

3.5 A faculty member can be dismissed if any of the following grounds can be substantiated: frequent or gross insubordination, incompetency, gross or continual neglect of duty, criminal behavior or misconduct. In such event, the faculty member will receive written notice from the President, with approval of the Board of Trustees. Except in cases of felonious behavior, faculty on continuing appointments must be given such notice prior to the beginning of the final semester of employment. (Tenured faculty whose employment will be terminated as of the end of the spring semester, must be given notice by January 15. Tenured faculty whose employment will be terminated at the conclusion of the fall semester, must be notified by August 20).

ARTICLE VII - TERMINATION OF SERVICE (continued)

Section Three - Termination (continued)

3.6 The Trustees, upon recommendation of the President and upon written medical advice (including medical reports from the employee's doctor(s), if so requested by the employee), may place a faculty member on an unpaid leave status at any time during the school year for mental or physical incapacity which prevents such person from adequately performing his/her duties. The faculty member may, at his/her option, use accumulated sick leave. If the College believes an employee is physically or mentally incapable of working effectively, it may require said employee to be examined by a College chosen doctor(s). Said leave may continue for up to twelve (12) months following such action at which time the Board of Trustees, upon recommendation of the President and upon appropriate written medical advice, may either terminate or extend said unpaid leave status.

The action of the Board of Trustees in placing a faculty member, alleged to be incompetent or unable to perform his/her duties by reason of physical or mental incapacity, on unpaid sick leave shall be grievable under this article and Article VI herein.

3.7 Any faculty member alleging that his/her dismissal involves any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this contract, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board and/or President and/or administration or violates any other constitutional or legal right or academic freedom shall have the right to appeal such dismissal pursuant to the grievance procedure commencing at stage three.

3.8 Any faculty member alleging that his/her suspension involves any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law or this contract, or violates any other constitutional or legal right shall have the right to appeal such suspension pursuant to the grievance procedure commencing at stage three.

3.9 In the processing of grievances for suspension or dismissal of a faculty member on continuing appointment, the burden of proof shall be upon the College to show cause for its action, based upon proper and credible evidence.

ARTICLE VIII - SAVING CLAUSE

Section One - Saving Clause

This Agreement may be altered, changed, added to, deleted from or modified only through written consent of both parties; except that if any provision or application of a provision of this Agreement shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. In this event, all other provisions or applications of the Agreement will continue in full force and effect.

Section Two - Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE IX - EMPLOYMENT POLICIES

Section One - Nondiscrimination/Equal Employment Opportunity

1.1 Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, sexual orientation, creed or national origin.

1.2 Equal Employment Opportunity

The Board and the Association jointly agree to the Equal Employment Opportunity Policy of the Board of Trustees of the State University of New York, adopted June 30, 1971.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section One - Nondiscrimination/Equal Employment Opportunity - 1.2 (cont.)

The College shall provide equal employment opportunities for all qualified persons without regard to race, color, creed, national origin or sex, and to prohibit discrimination in employment for all job classifications covered by this agreement.

The association agrees to cooperate fully in the development and implementation of an Affirmative Action Program designed to promote the full realization of equal opportunity in employment for all.

Section Two - Academic Freedom

2.1 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research contracted with an outside organization should be based upon the written consent and agreement of the President or Academic Dean.

2.2 It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. In his/her role as citizen, the faculty member has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to indicate that he/she is not an institutional spokesman.

Section Three - Conditions of Appointment

3.1 All members of the faculty are appointed by the Board on the recommendation of the President. The President shall apprise each department of budgetary considerations relevant to the screening of applicants. Whenever a vacancy for a position within the negotiating unit shall occur in any department, the available members of the department at rank of assistant professor or above shall constitute the selection committee for the purpose of interviewing candidates and making recommendations for appointment to the President through the office of the Academic Dean. All candidates recommended for appointment must be interviewed by the President or his designee. When appropriate, other members may be added to the

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Three - Conditions of Appointment - 3.1A (continued)

Search Committee. If the President and the Board do not concur with a departmental recommendation, the department chair shall be apprised of the reason(s) for a candidate's rejection. The President and the Board of Trustees retain the right to fill a vacancy without the approval of the selection committee if, in their judgment, they deem it to be in the best interest of the College. Should this occur, the department chair and the selection committee shall be informed of the justification for such action.

Furthermore:

A. All academic year appointments shall begin five (5) working days prior to fall registration and shall terminate five (5) working days after the last day of spring final exams the following year, including commencement.

B. All faculty members are expected to be in service to the College throughout the academic year, excluding Thanksgiving Vacation, Winter Recess period between the end of Fall Term and Spring Term Orientation/Registration, Columbus Day Recess, Winter Recess Day(s), Spring Recess and Martin Luther King Day.

C. All faculty members shall participate on committees to which they have been appointed or elected, assist in registration and proctoring, and attend faculty meetings, departmental meetings, faculty planned workshops, orientation, commencement and all other formal academic events of the College unless excused by the Academic Dean. The faculty member shall provide a forwarding address and be available for consultation.

D. All faculty members shall promptly submit all financial, retirement and personnel forms as required by law.

3.2 Types of Appointments:

A. Continuing - Faculty who have a commendable record after four (4) years of full-time service and have six (6) credits beyond a master's degree will, upon approval of the Board of Trustees, receive a continuing appointment. A continuing appointment shall be a full-time appointment to a position of full academic rank for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue unless terminated in accordance with termination policies. Any instructor receiving a continuing appointment will be promoted to assistant professor.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Three - Conditions of Appointment - 3.2 (continued)

B. Term - A term appointment is a full-time appointment to the faculty for one academic year (unless otherwise stated). The President shall give written notice to a faculty member whose term appointment shall not be renewed. Failure to send such notice by March 1, will result in an automatic renewal of the faculty member's term appointment for the following year.

C. Temporary - In cases where it is known that a full-time position will be vacant for a period of one year or less or, in the case of a position made available through a grant-in-aid or other similar limited funding, with little or no chance of continuation after the specified period, the College may hire faculty on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter. Should an individual on temporary appointment subsequently be offered and accept a regular appointment for the semester immediately following the termination of his/her temporary appointment, the total period of service will be applied toward seniority/continuing appointment status.

Section Four - Policies on Promotion

4.1 The following academic ranks exist at Cayuga County Community College: Professor, Associate Professor, Assistant Professor and Instructor.

4.2 Requirements for Promotion

A. Professor - faculty holding this rank should offer evidence of continuous excellence in meeting the criteria for evaluation. They are rated outstanding by peers, students and administrators for their teaching/professional effectiveness. They have demonstrated an ability to work effectively with students and College personnel. They actively participate in committee, departmental and faculty meetings. They are very much involved in the functioning and the improvement of the College. Normally, they also make contributions outside of the College by serving on boards and committees, acting as speakers or resource persons and/or providing leadership to education and their discipline through writing, research and serving on committees.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Four - Policies on Promotion - 4.2A (continued)

Education and Experience - Normally, full Professors are expected to have 30 credits beyond a master's degree and four (4) years service at the Associate Professor rank.

B. Associate Professor - faculty holding this rank should exceed the usual expectations in meeting the criteria for evaluation. They consistently receive very high ratings by peers, students and administration for their teaching/professional effectiveness. They work effectively with students and College personnel. They participate in committee, departmental and faculty meetings.

Normally, they also make significant contributions to the community and to their profession.

Education and Experience - Normally, Associate Professors are expected to have 15 credits beyond a master's degree and four (4) years service at the Assistant Professor rank.

C. Assistant Professor - faculty holding this rank have demonstrated development in various areas of professional growth. Because of this, they have achieved a high level of teaching/professional effectiveness.

They have begun to make solid contributions to the institution through good advising, productive committee work, involvement with student associations, and more effective professional relationships with fellow educators. They are aware of needed professional growth and seek ways of improving.

Education and Experience - Normally, Assistant Professors are expected to have 6 credits beyond the Master's degree AND four (4) years of service at the Instructor's level.

D. Instructor - faculty holding this rank, satisfactorily meet the criteria for evaluation. They are in the process of becoming very effective educators. Their primary contribution lies in teaching/professional service but they are becoming aware of other facets of the College and community and ways of contributing to these sectors. They are becoming aware of their potential areas of development and are beginning to achieve results in these areas.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Four - Policies on Promotion - 4.2D (continued)

Education and Experience - Normally, instructors are expected to have a Master's degree. If special circumstances demand, faculty may be hired if they have a Bachelor's degree plus 30 graduate hours or if they have sufficient professional-related experience. Professional-related experience shall be interpreted to mean full-time professional employment in a field directly related to the teaching field (including teaching) or in areas which enhance the individual's professional development.

4.3 Definition of Graduate Credit

All decisions relating to the following (A, B and C) shall be made by the Academic Dean in consultation with the faculty member.

A. Seminars, institute study programs, research and writing which do not carry formal hour credit and upper-division, undergraduate courses, acceptable only under special and unusual circumstances with the Academic Dean's approval, shall be prorated as equivalent to regular course work on the basis of the amount of study involved as compared with normal graduate credit courses. Whenever possible, a faculty member wishing such study to be prorated must provide the Academic Dean with written statements from the institution or agency sponsoring the program. These statements should include the content and objectives of the program, certification of successful completion and a recommendation of equivalent college graduate credit and/or the total number of clock hours spent.

B. Faculty who have obtained Master's degrees which require completion of a substantial number of hours beyond that normally required of graduate students may be given appropriate credit for post master's study. Faculty who have accumulated other graduate hours, not credited to their Master's degrees, may also be given appropriate credit for post master's study. The Academic Dean will determine if graduate credit should be awarded.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Four - Policies on Promotion - 4.3 (continued)

C. Post-master's course work carrying graduate credit shall be considered a valid preparation for future promotion if it meets either of the following criteria:

1. Course work taken as part of a matriculated program leading to a post-master's degree in the faculty member's current or anticipated field of instruction/expertise.

2. Individual courses not part of such a matriculated program if they can be justified as advancing the professional competence of the faculty member in his/her area of instruction/expertise. This will be determined by the Academic Dean after consultation with the appropriate Department Chair.

3. Course work and other study completed before February of any given year shall be counted toward qualification for promotion.

4. Faculty members shall provide transcripts and other relevant data to the Academic Dean before any action will be taken on this policy.

D. All course work toward advanced rank shall be reviewed and approved by the Academic Dean or his designee prior to enrollment.

4.4 Promotion Procedures

A. Any faculty member meeting the quantitative requirements and wishing to be considered for promotion must request consideration by notifying his/her department chair by October 15.

B. The department chair shall convene the departmental committee which shall submit an evaluation of eligible faculty members with its recommendation to the College-Wide Evaluation Committee by February 1.

C. Promotions are made by the Board upon recommendation of the President.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Four - Policies on Promotion - 4.4 (continued)

D. Promotions shall be announced by May 1. In the event promotion is denied, the faculty member affected shall receive written notice from the President by direction of the Board.

Section Five - Evaluation Procedures

These procedures are designed to evaluate teaching effectiveness and to insure that both faculty and administration will strive to improve the quality of teaching.

5.1 Evaluation Reports:

A. A faculty member up for promotion will be observed by members of the departmental or other evaluation committees who will write an observation of the faculty member's class. The faculty member shall discuss informally with each member of the committee his/her observation and suggestions within five (5) working days. A written evaluation report structured to discuss the criteria for evaluation as outlined in Article IX, Section 5.4, shall be drawn up and signed by the faculty member and each member of the evaluation committee. The faculty member shall be permitted to take exception, reply, or add his/her own comments to any portion of such report which shall then be submitted to the Academic Dean within ten (10) working days and to the College-Wide Evaluation Committee in the case of promotion to professor and associate professor and continuing appointment. Such reports shall be kept on file by all parties concerned.

B. Personnel Files

1. Individual personnel files shall be confidential. Any individual shall have the right to review his/her own personnel file in the Personnel Office after giving 24 hours notice. He/she may be accompanied by an advisor of his/her own choice. Information from previous employers and former professors shall be privileged and not available to the individual.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Five - Evaluation Procedures - 5.1B (continued)

2. A faculty member may request the removal of any document which he/she deems to be inappropriate. If refused, he/she may appeal for redress to a committee composed of three members appointed by the President and three members appointed by the Faculty Association President. In the event the Committee cannot reach a majority decision, the controversy shall be governed by the grievance procedure commencing with stage three.

5.2 College-Wide Evaluation Committee in matters concerning promotion and continuing appointments:

A. Composition

1. The committee shall be made up of seven (7) members of the faculty, four (4) elected by full-time faculty and three (3) appointed by the President. Members shall be at the rank of associate professor and above.

   Terms shall be for three (3) years and will be overlapping. Elections and appointments shall be before May 1. Members will take office on May 1. Four alternates shall be selected, two elected by the full-time faculty and the other two appointed by the President, also for a period of three (3) years.

   Should a standing member of the committee be eligible for promotion or for continuing appointment during his/her three (3) year term, he/she shall step down from the committee for the whole year during which he/she is being considered, and the appropriate alternate shall then take office for that year.

2. When the committee is considering the promotion or the continuing appointment of an individual, no committee member in the same department as the person being considered shall vote. Roberts Rules will be followed, and the seven members in each instance shall be selected by the presiding officer.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Five - Evaluation Procedures - 5.2 (continued)

B. Responsibility - The College-Wide Evaluation Committee shall receive pertinent data from the candidate's department chair or immediate supervisor and will meet with him/her to hear his/her evaluation of the candidate. A faculty member may request a hearing before the faculty-wide evaluation committee and present whatever evidence he/she desires. The committee shall be responsible for evaluating all candidates for promotion to the ranks of associate professor, professor and for continuing appointment and shall recommend action to the Academic Dean. Such evaluation and recommendation regarding continuing appointment shall be in writing and shall be forwarded to the Academic Dean by December 1. Such evaluation and recommendation regarding promotion shall be in writing and shall be forwarded to the Academic Dean by March 1.

Each candidate for promotion will receive a numerical score, 21 being the highest total possible. Each candidate's vote will be available to him/her and his/her department chair. A written report of Committee procedures will be included with reports sent to the Academic Dean and President.

5.3 Departmental Evaluation Committee

A. Composition - For each department and also for Student Services and for Library/Learning Resources there shall be an evaluation committee consisting of the following members:

1. The department chair or immediate supervisor will serve as chair of the committee.

2. Two members of the department (where appropriate) elected annually by the department except that no faculty member requesting reappointment, continuing appointment or promotion in a given year may serve on this committee. All members of this committee shall be at the rank of assistant professor or above. Elections shall be held before May 1, and members shall take office on May 1. If a department does not have enough eligible members, the Academic Dean will appoint members to the Evaluation Committee.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Five - Evaluation Procedures - 5.3 (continued)

B. Responsibility - the committee shall recommend to the Academic Dean in the case of term reappointments by December 1. It shall make recommendations to the College-Wide Committee on continuing appointment by November 1, and on promotion by February 1.

C. Classroom Observations or Equivalent

1. In any year prior to the achievement of continuing appointment, or when an individual is being considered for promotion, there shall be a minimum of three (3) observations, or equivalent evaluations per year, at least one of which must be by the department chair or appropriate supervisor.

2. In the years after continuing appointment until full professor, there shall be a minimum of one observation or equivalent evaluation a year by one member of the departmental evaluation committee, except when the faculty member is being considered for promotion.

3. Full professors may be observed at the discretion of the department chair or appropriate supervisor. In addition, the Academic Dean may request his designee or the chair to evaluate the professor as is deemed necessary.

4. Written reports of all observations shall be maintained by each department.

5. Faculty in Library/Learning Resources shall be evaluated by procedures developed by their staff, recommended by the Academic Dean and approved by the President. Faculty in Student Services shall be evaluated by procedures developed by their staff, recommended by the Enrollment and Student Development Dean and approved by the President.

5.4 Criteria for Evaluation - When evaluating faculty members, administrative personnel and faculty should consider the following factors in addition to the description in Article IX, Section 4.2 A, B and C:

A. Teaching Effectiveness - This shall receive the primary emphasis in evaluation efforts and shall be measured by:

1. Peer evaluation, as provided for in the Department Evaluation Committee procedures.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Five - Evaluation Procedures - 5.4A (continued)

2. Student evaluation

a. Student evaluation will be conducted with a questionnaire approved by the College-Wide Evaluation Committee and Academic Dean. The Committee and the Academic Dean shall be responsible for periodic evaluation of the questionnaire.

b. Student evaluations shall be carried out by all faculty members in at least three (3) sections each academic year.

c. Utilizing procedures approved by the College-Wide Evaluation Committee and the Academic Dean, all nontenured faculty members will submit their student evaluations to the Academic Dean and the appropriate Department Chairs. In those years when they are applying for promotion, other faculty members will also submit their evaluations to the Academic Dean and appropriate Department Chairs.

d. If either the Academic Dean or the Department Chair deem necessary, a faculty member not included in (c) above may be required to submit the student evaluation.

3. Professional effectiveness (Nonteaching faculty) - this shall receive the primary emphasis in evaluation of nonteaching faculty and shall be measured by peer evaluation and by other methods as provided for in the Department Evaluation Committee procedures.

B. Mastery of Subject Matter - Shall be included within the process of peer evaluation.

C. Professional Growth - As evidenced by advanced study, research, publications, study-oriented travel, institutes, conferences and membership in professional organizations. A written report of all the above items shall be kept on file by the Academic Dean, and the department chair. It shall be the responsibility of the individual faculty member to furnish information for updating such reports.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Five - Evaluation Procedures - 5.4 (continued)

D. College Service - As evidenced by participation in college-wide and departmental professional activities such as committee work and advising extra-curricular projects.

E. Community Activities - As evidenced by participation in community groups which call upon the faculty member's professional talents to act as consultant, advisor, lecturer, board member and other profession related services.

F. Advisory Responsibilities

G. Departmental Service - Contributions to achievement of departmental objectives shall be evaluated within the process of peer evaluation and included in the peer evaluation report.

H. Professional relationships with College personnel and students.

Section Six - Selection, Qualifications, Responsibilities, and Conditions of Employment for Department Chairs

6.1 Department Chairs will be appointed by the President and serve at his pleasure for a three (3) year term. At the end of each three (3) year term, or in the event of a vacancy or a temporary vacancy, professors, associate professors and assistant professors in the department concerned will recommend to the President a department chair. Temporary appointments will expire at the end of the original three (3) year term. Appointees will begin their terms on June 1.

6.2 Qualification for department chair is normally the rank of associate professor or above.

6.3 Responsibilities of Department Chair

A. Department chairs shall be responsible to the Curriculum Committee for the sponsoring of course proposals or deletions as recommended by the department.

B. Department chairs shall be responsible for the periodic updating of existing syllabi and submission of new syllabi to the Academic Dean.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Six - Selection, Qualifications, Responsibilities, and Conditions of Employment for Department Chairs - 6.3 (continued)

C. Department chairs shall submit, in writing, a yearly review of the College Catalog with necessary additions, deletions or other changes to the appropriate administrative office no later than February 15.

D. Department Chairs, with departmental recommendation, shall provide the Director of Computer Services/Records with a list of courses to be offered at preregistration in the day session. Assignment of courses will be made later by the chair after consultation with the Academic Dean. Assignment of class hours will be determined by the administration after consultation with Department Chairs. Unless there are special circumstances, full-time faculty shall be given preference for courses assigned as part of regular load.

E. Department chairs, with departmental recommendation, shall select teaching assignments within the department for Continuing Education. Unless there are special circumstances, preference in assignments shall be given to full-time faculty.

F. Department chairs shall preside at departmental meetings.

G. Department chairs shall work to maintain the academic standards of the department and shall be responsible for the coordination of departmental improvements.

H. Subject to final approval of the Academic Dean, department chairs shall determine the methods of evaluating the academic performance of students within those courses offered by the individual departments.

I. Department chairs shall keep grade distribution reports on file and use them at their discretion for departmental purposes.

J. Department chairs shall prepare and submit capital and operational budget requests to the Academic Dean and Administrative Dean.

K. Department chairs shall coordinate the application for all financial grants relative to their departments.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Six - Selection, Qualifications, Responsibilities, and Conditions of Employment for Department Chairs - 6.3 (continued)

L. Department chairs shall submit monthly departmental absence reports to the Personnel Office.

M. Department chairs shall submit, at the end of each academic year, a yearly report of the department's activities to the President and the Academic Dean.

N. Department chairs shall be apprised of budgetary status and normally shall be responsible for coordinating and approving the purchase of equipment, supplies and library books before April 15.

O. Department chairs shall carry an advisee load of no more than fifteen (15) students unless the chair receives approval from the Academic Dean to increase this number.

P. Department chairs shall coordinate and approve expenditure for travel to professional conferences, meetings and seminars subject to final approval of the Academic Dean.

Q. Department chairs shall be responsible for keeping 7½ administrative hours per week (6 of 7½ must be posted) for each 3 credit or contact hour equivalent reduction they receive for chair duties. The Academic Dean will determine how and when they will utilize the remainder of their administrative hours.

R. Department chairs shall coordinate evaluation of department members and preside at departmental committee meetings regarding promotion and retention.

S. After being apprised of budgetary range for hiring, department chairs shall discuss beginning salary with incoming teachers and shall recommend said salary to the Academic Dean for final approval.

T. Copies of departmental minutes shall be distributed to the President, Academic Dean, Enrollment and Student Development Dean, Director of Continuing Education/ Community Services and all departmental members.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Six - Selection, Qualifications, Responsibilities, and Conditions of Employment for Department Chairs - 6.3 (continued)

U. Department chairs shall prepare and submit load and stipend lists to the Director of Personnel Services for his approval.

6.4 Course Reductions for Department Chairs

To have the necessary time to carry out their supervisory duties, department chairs will receive yearly course reductions according to the following schedule:

NUMBER OF FULL-TIME DEPARTMENT MEMBERS	CREDIT/CONTACT HOUR REDUCTION FOR YEAR
7 or fewer	6 credits or 8 contact hours
8 - 11	12 credits or 14 contact hours
12 or more	18 credits or 22 contact hours

The chair of a department with 12 or more members may appoint an assistant chair. If such an appointment is made, the chair will receive no more than a 12 credit or 14 contact hour reduction while the assistant will have his/her load reduced by no more than 6 credits or 8 contact hours. If a department chair wishes to teach an overload, he/she must do so at night unless the Academic Dean is convinced that justification exists for teaching an overload during the day.

Separate course load reduction arrangements shall be made with the Nursing Department Chair.

6.5 Department Chair Supervisory Stipends

The yearly stipend paid department chairs will be based on the number of faculty and nonteaching professionals supervised during the fall semester, equating part-time members to full-time, dropping fractions and excluding the chair and those on leave. The stipend schedule is as follows:

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Six - Selection, Qualifications, Responsibilities, and Conditions of Employment for Department Chairs - 6.5 (continued)

NUMBER OF FTE	STIPEND	
FACULTY/NONTEACHING PROFESSIONALS	1986-87	1987-88
Fewer than 8	$1,054	$1,117
8 - 12	1,215	1,288
13 - 17	1,498	1,588
More than 17	1,786	1,893

Department chairs are expected to work the academic year. Summer duty will be contingent on the Academic Dean's approval of a chair's or assistant chair's written request detailing need and justification for work outside of normal Summer Session functions (such as assignment of classes and requisition of supplies). If a request is granted, the stipend paid will be $424/week for Summer 1987 and $449/week for Summer 1988. Ordinarily a chair will work up to a maximum of three weeks.

Faculty who are paid for departmental chair duty during the summer may not teach during the same summer session in which they are receiving a stipend for work as a chair.

Section Seven - Continuing Education Policies

7.1. Each department shall determine, subject to the approval of the Director of Continuing Education/Community Services, the courses and the number of sections to be offered for registration in the Continuing Education sessions.

7.2 Each day following evening registration, the department chair should confer with the Director of Continuing Education regarding enrollments. The day following the last evening of Continuing Education registration, the department chair and the Continuing Education Director shall decide which courses are to be offered in the evening. Final determination in this area will be made by the Director of Continuing Education and/or Academic Dean.

7.3 Increases in evening class size will be governed by the same regulations that apply to day courses in Article X, Section 8. The maximum class size for evening classes shall normally be 28 students.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies (continued)

7.4 Eligibility for teaching appointment in Continuing Education Division during academic year:

A. Each department shall prepare a seniority list of its full-time members based on the definition in Article I, Section 9. Each department shall also determine those courses which each faculty member is competent to teach. This list will be given to the Academic Dean and Director of Continuing Education at least two (2) weeks before the first day of class each semester. This list shall be subject to the approval of the Academic Dean or his designee.

B. Faculty members who do not receive an appointment in one semester shall be advanced on the seniority list for the next semester, preceding those who received appointments the previous semester and those who refused appointments the previous semester. This list shall be subject to continuous rotation except faculty members who refuse appointment to a Continuing Education section in one semester shall not advance on the seniority list for the next semester but will remain at the former departmental seniority. Intersession courses shall be considered part of the spring semester for seniority purposes with the exception of the International Studies Program.

C. Faculty members must be currently teaching in a department in order to be placed on the seniority list for Continuing Education Division work in that department. However, if everyone in the department has been offered a course and sections are unassigned, faculty members from other departments will have the option to fill such vacancies according to interdepartmental competence (Article X, Section 3.3) and seniority, before going outside the bargaining unit.

D. A full-time faculty member may, with approval of the Academic Dean, teach an additional section in the day division in lieu of a continuing education section at the continuing education salary if the department has day sections not being covered by full-time faculty. Such assignments would be available on the basis of seniority and competence as defined in Article I, Section 10.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies (continued)

7.5 Eligibility for teaching appointments in the summer session of Continuing Education:

A. Each department shall prepare a seniority list of its full-time members according to the definition in Article I, Section 9 and 10. This list will be given to the Academic Dean and to the Director of Continuing Education at least two (2) weeks before the first day of classes for the term in question.

B. Summer session appointments will be made after summer registration on the basis of seniority and area of competence.

C. Faculty members must be currently teaching in a department in order to be placed on the seniority list for Continuing Education Division work in that department. However, if everyone in the department has been offered a course and sections are unassigned, faculty members from other departments will have the option to fill such vacancies according to competence (Article X, Section 3.3) and interdepartmental seniority before going outside the bargaining unit.

D. All faculty members who are not offered a section in one summer shall be advanced on the seniority list for the following summer(s) preceding those who received appointments and those who refused appointments the previous summer. This list shall be subject to continuous rotation except faculty members who refuse an appointment to a summer session shall not be advanced on the seniority list for the following summer, but will remain at former departmental seniority. First and second summer sessions, both day and evening, shall be considered as one for rotation purposes.

E. In the future, if a new full-time faculty member joins a department he/she will be placed at the bottom of the seniority list for the first summer he/she is on the faculty regardless of the seniority of that summer.

7.6 The following salary base shall be in effect for Continuing Education - Evening Division courses which meet more than once a week and when the contact hours exceed the credit hours:

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies - 7.6 (continued)

A. Compute the laboratory hours as follows:

3/4 of the laboratory hours = equivalent hours

B. Total equivalent credits times appropriate rate = salary

COURSES	1 Credit Hours	2 Lecture Hours	3 Lab Hours	4 Equiv. Hours	2 + 4 Equiv. Cr. Totals
Botany	4	3	3	2¼	5¼
Chemistry	4	3	3	2¼	5¼
Electronics	4	2	4	3	5
Geology	4	3	3	2¼	5¼
Physics	4	3	3	2¼	5¼
Shorthand	3	2	3	2¼	4¼
Typing	3	2	3	2¼	4¼
Zoology	4	3	3	2¼	5¼

CONTINUING EDUCATION SALARIES - SEE 3 ON PAGE 49

C. Driver Education instructors shall receive a three credit Continuing Education stipend, at rank, for the first 12 students enrolled and .5 credit Continuing Education stipend for each additional 4 students.

7.7 The Continuing Education stipend rate per credit hour will be increased 7% for those credit courses meeting one night per week in which the weekly contact hours exceed the course credit hours.

7.8 Counselors in the Continuing Education Division will be compensated at 75% of the three hour course rate for their specified rank unless the assignment is made part of their regular load.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies (continued)

7.9 Noncredit Continuing Education Courses

A. For noncredit courses, the instructor and the College agree to a salary equal to the revenue generated by student tuition less the cost of instructional materials and less a 30% administrative expense.

B. The exact number of students paying full tuition will be determined by the number of students in the course at the conclusion of the refund period.

C. State-aided noncredit courses which carry no number will be paid at the Continuing Education rate.

D. A noncredit state-aided course beginning with a zero* will be treated as a credit-bearing course for purposes of load and salary for a faculty member.

E. Full-time Faculty

1. The full-time faculty member who develops a noncredit course will have the right of first refusal to teach the course. If refused, the assignment will be made by the Director of Continuing Education.

2. Full-time faculty have first refusal before the course can be offered to any other person, except that if another person develops a course, he/she shall have the same right as (1) above.

F. The initial offering of a noncredit course shall be submitted to the Director of Continuing Education for approval.

G. A faculty member who is teaching a full load as defined in Article X, Section 2 and a credit-bearing overload course may also teach a noncredit course provided he/she receives approval from his/her department chair and from the Academic Dean.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies - (continued)

7.10 Auburn Correctional Facility Courses

A. Faculty selection

1. The Director of the Inmate Higher Education Program (IHEP) shall determine by May 1st for the summer and fall semester, and by November 1st, for the spring semester, those faculty members who wish to teach in the Auburn Correctional Facility program.

2. The faculty selected must be acceptable to the Education Director of A. C. F., the Director of IHEP, the Academic Dean and the appropriate Department Chair.

3. Article IX, Section 7.4B; and 7.5, B and D are excepted for these courses.

The priorities are:

(1) Light Loading
(2) Teaching experience at A. C. F.
(3) Departmental seniority.

B. The salary paid a full-time College instructor shall be the Continuing Education stipend plus $75/credit unless the course is made part of regular load.

C. The courses offered will be determined by the Academic Dean on recommendation from the Department Chair and the Education Director of A. C. F.

7.11 International Education Courses

A. Faculty members who develop an International Education course approved by the Director of International Education, and through the normal course approval channels, shall have the right of first refusal to teach the course. If refused, the assignment will be made by college-wide or department seniority, as determined by the Academic Dean, in consultation with the Director of International Education.

B. Teaching an International Education course will have no effect on eligibility for Continuing Education appointments as defined in Section 7.4 and 7.5 of this Article.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies - 7.11 (continued)

C. Individuals teaching in the International Education Program will be reimbursed at the Continuing Education rate.

7.12 Other Off-Campus Courses (exclusive of A. C. F., International Education, and noncredit contract courses)

A. College instructors will be selected by the Director of Continuing Education and the appropriate Department Chair, the Director and Chair each having veto power.

B. The salary paid shall be the Continuing Education stipend unless the assignment is part of his/her regular load. Any faculty selected may teach off campus as part of his/her regular teaching assignment.

C. Course Offerings at High Schools

1. High school teachers will be selected by high school personnel subject to the approval of the Director of Continuing Education/Community Services and appropriate Department Chair.

2. Course offerings at high schools will be determined by the Director of Continuing Education on recommendation from the departments and the high schools.

7.13 Every other year any faculty member may offer one credit course as part of the Continuing Education offering which the college will guarantee to run. Such credit course must be either a newly written course or one which has been infrequently taught in the past due to insufficient enrollment. If the enrollment falls below ten (10) students, calculated at the end of late registration, the faculty member will agree to be paid on a prorated basis. If five (5) or more students enroll in the course, the instructor must teach the course. Such a course may not be used to avoid light loading if enrollment is less than ten.

The developer of such a newly written course shall have first and continuing rights to teach the course regardless of seniority. In the case of an infrequently taught course, an instructor must commit to teach the course at the time it is submitted to be offered. The election to teach such a course shall constitute a faculty member's overload assignment or in the case of summer school, his first summer course.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies - (continued)

7.14 Management Seminar/Courses - Noncredit

A. The following shall apply to those seminars/courses taught under the sponsorship of the International Management Council, or a similar organization, or courses taught under the sponsorship of the College for local industry.

1. Seminar leaders will receive sixty-five (65) percent of the fees generated from seminars/courses which are presented for the first time.

2. First-time preparations will include the researching of, accumulation of, and/or revision of teaching material in order to accommodate specific blocks of time for a new seminar. This includes situations where the total block of time in which an existing seminar has been taught is substantially increased.

3. The seminar leader who offers a course/seminar which he/she has already prepared and taught at least once will receive fifty (50) percent of the total fees generated.

B. Seminar/course charges will normally be a minimum of ten dollars ($10) per hour per participant for groups of fifteen (15) or more and twelve dollars ($12) per hour per participant for groups of fewer than fifteen (15). Said charge must be acceptable to the seminar leader.

C. Exceptions to any of the above may be made by the Director of Continuing Education/Community Services, with the agreement of the seminar leader.

D. Seminar/course leaders in all situations must be acceptable to the Director of Continuing Education/Community Services.

7.15 Instructional Increment for Off-Campus Courses

A. Faculty teaching courses (carrying two or more credits) beyond their normal load at the off-campus locations will receive a pay increment based on time away from campus.

B. If the time from campus or faculty member's home (whichever is closer to the off-campus location) is less than 15 minutes, no increment will be paid.

C. If the time from campus or faculty member's home (whichever is closer to the off-campus location) is greater than 15 minutes but less than 45 minutes, the increment shall be $190.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Seven - Continuing Education Policies - 7.15 (continued)

D. If the time from campus or faculty member's home (whichever is closer to the off-campus location) is greater than 45 minutes, the increment shall be $480.

Section Eight - Transfers

8.1 Transfers

A. If a faculty member transfers from one department to another, he/she will retain his/her college wide seniority for purposes of continuing appointments, sabbatical leaves and committee memberships. He/she will, however, establish seniority in the new department based upon date of beginning employment in that department. He/she will begin at the bottom of department's seniority list for all departmental purposes.

B. If a faculty member returns to his/her original department, after transferring to another department, he/she will retain his/her college rank for purpose of college-wide seniority, but he/she must return at the rank he/she held prior to transferring from the original department for purposes of departmental seniority.

8.2 Dual Appointments

A. Dual appointments will be made in those cases where faculty members are judged competent to teach in two different departments. If dual appointment is not exercised in either department within three (3) years, it will be subject to re-evaluation. In the event the dual appointment is withdrawn, the faculty member will automatically receive interdepartmental competence in the affected department.

B. A faculty member requesting a dual appointment will submit credentials to the appropriate Department Chair. The Department Chair will meet with the applicant to discuss his/her qualifications. All members of the department will consult with the Chair on the application. The Chair will submit a written recommendation, with reasons for his/her decision, to the Academic Dean who, after consultation with the Department Chair, will determine if the dual appointment is to be made.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Eight - Transfers - 8.2D (continued)

Reasons for his decision will be sent to the applicant and the Department Chair. If denied, recommendations needed to achieve future approval shall be given to the applicant.

C. Seniority in the second department will be based on the date of beginning employment in that department. Upon receiving a dual appointment, the faculty member will begin at the bottom of the second department's seniority list for all departmental purposes.

D. Original departmental seniority and college-wide seniority will not be affected by dual appointment.

E. For continuing appointment and promotion, student and peer evaluations will be made by both departments.

8.3 Administrative Transfers - If a faculty member transfers from a faculty position to an administrative position, he/she will retain the right to return to the faculty position at the rank and seniority level at which he/she left. Seniority shall not be accumulated during his/her administrative service nor will he/she hold faculty rank.

Section Nine - Faculty Committee

9.1 The following committees are elected, in the numbers shown, by the faculty (day, full-time and part-time):

A. Curriculum Committee

B. Faculty Library Committee

C. Academic Standing Committee

9.2 The Curriculum Committee has the responsibility to review, discuss and recommend to the faculty concerning:

A. Addition or deletion of credit courses or curricula

B. Major changes in existing courses

C. Changes in degree or certificate requirements

Faculty recommendations shall be submitted to the Academic Dean.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Nine - Faculty Committee - 9.3 (continued)

9.3 The Curriculum Committee shall have eleven (11) voting members as follows:

A. Four full-time faculty members from instructional departments (excluding the Departments of Student Services and Library/ Learning Resources). These members are elected by the faculty for two-year overlapping terms, two members being elected each year. The member-elect receiving the higher number of votes will serve as chair of the committee in the second year of his/her term. No elected member may serve two consecutive terms. One member from the instructional staff will be appointed by the President.

B. One faculty member of the Department of Student Services appointed by the President for a one-year term. Appointed members of the Committee may serve consecutive terms.

C. One faculty member of the Department of Library/Learning Resources appointed by the President for a one-year term.

D. Two administrators holding responsibilities primarily relating to instructional programs, appointed by the President for one-year terms.

E. Two students designated by the President of the Student Government Organization for one-year terms.

Meetings are held at least on a monthly basis; minutes are kept, distributed and reported to the faculty. No elected member may serve concurrently as a member of the Faculty Library Committee.

9.4 Five full-time faculty members are elected to the Library Committee. Members are elected for two-year, overlapping terms. The President will appoint three ex-officio members. Minutes are kept of each meeting and reports made to the faculty. The Committee elects its own chair.

ARTICLE IX - EMPLOYMENT POLICIES (continued)

Section Nine - Faculty Committee - (continued)

9.5 Two full-time faculty members are elected to the five-member Academic Standing Committee for two-year terms on a rotating basis. The committee meets at the request of the administration to consider written applications for readmission from students who have been dismissed from the College for failure to meet academic standards. The Committee reviews each individual case and renders the appropriate decision.

Section Ten - Outside Employment

10.1 In order that each full-time faculty member of Cayuga County Community College may be free to perform committee, class, advisory and other responsibilities inherent in his/her professional position at this college, the following limitations on outside employment are effective during the contract year.

A. No faculty member is to accept regular part-time employment between 8 a.m. and 5 p.m. without approval of the administration.

B. Each faculty member should limit any part-time evening employment so that it does not impair his/her effectiveness in the full-time position which he/she holds at the College.

C. All regular part-time employment must be reported to the President's office.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS

Section One - Teaching Load

1.1 A full teaching load at Cayuga County Community College shall consist of a maximum of seventeen (17) credit hours per semester or thirty (30) credit hours per academic year.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section One - Teaching Load (continued)

1.2 When a faculty member teaches a course or courses in which the contact hours per week exceed the credit hours the course carries, the maximum contact hours for such faculty shall be thirty-six (36) per academic year and not more than twenty (20) contact hours in any single semester. Nursing faculty who teach two clinical groups in a given semester - their maximum yearly load will be 40 contact hours and maximum semester load will be 20 contact hours.

1.3 Any faculty member (excluding Nursing faculty as cited in Article X, Section 1.2) whose teaching load for the academic year exceeds the maximum will be reimbursed at the Continuing Education rate unless the faculty member requests an overload not to exceed thirty-eight (38) contact hours. Such requests shall be in writing.

1.4 Counselors employed on ten-month contract, shall work a 37½ hour week and the same academic calendar as the teaching faculty, plus the five days prior to the fall registration, five days during intersession and four additional days to be determined by the College. Learning Resources Center Faculty employed on ten-month contract, shall work a 37½ hour week and the same academic calendar as the teaching faculty, plus five days prior to the fall registration, plus nine additional days to be determined by the College. Provided prior approval is obtained from the Enrollment and Student Development Dean, counselors may receive compensatory time off for work performed outside the regular school day.

1.5 Twelve-month Faculty - Faculty with twelve month contracts shall work the academic calendar plus commencement to fall orientation. They shall receive an additional remuneration of 16 per cent and earn vacation leave at the rate of 24 days per fiscal year (pro-rated at 2 days per month). Maximum carryover is 12 days into the new fiscal year.

Section Two - Retrenchment for Light Loading

2.1 Retrenchment due to light loading may be instituted if a faculty member's load drops below 80% of the maximum load as defined in Article X, 1.1 and 1.2 in any two (2) consecutive semesters.

2.2 To reach a full load, or to avoid light loading and retrenchment, a faculty member may utilize any combination of day sections, non-teaching assignments (except those granted when light loaded) banked hours and Continuing Education courses which are offered in a semester.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Two - Retrenchment for Light Loading 2.2 (continued)

Continuing Education courses which may be used will include evening, intersession and state approved, credit-equivalent noncredit courses. Light-loaded faculty must first utilize their banked hours before they can fulfill load by teaching other courses, which could be used as overload assignments by other faculty.

2.3 If Spring is the second consecutive semester of light loading, notice of retrenchment must be given by April 1. If Fall is the second semester of light loading, notice of retrenchment must be given by November 1.

Section Three - Conditions for Light Loading

3.1 A faculty member will be considered light loaded if his/her total teaching load is eighty (80) percent or less of the maximum load as defined in Article X, Sections 1.1 and 1.2 in any given semester. Solely for the purpose of defining light load, the maximum credit hour load for a semester shall be fifteen (15) and the maximum contact hour load for a semester shall be eighteen (18) except for Nursing faculty teaching two clinical groups - their maximum contact hours will be 20. To reach a full teaching load and avoid light loading, a faculty member may utilize Article X, Section 2.2.

3.2 Light loads shall be determined strictly on the basis of competency and seniority as defined in Article I, 9 and 10.

3.3 If a faculty member is light loaded or a reasonable possibility of future light loading is foreseen, he/she may request interdepartmental competency. The faculty member shall submit credentials to the Department Chair. The Department Chair shall meet with the applicant to discuss his/her qualifications. All members of the department shall consult with the Chair on this application. The Chair, after consultation with department members, shall submit a written recommendation with reasons for his/her decision to the Academic Dean. The Academic Dean shall determine interdepartmental competency and shall forward a written decision to the faculty member and to the Department Chair.

3.4 The administration will make appropriate nonteaching assignments, not to exceed twenty (20) percent of the maximum teaching load in the first academic year in which a faculty member would otherwise be light loaded. The assignment will not be considered part of load but will apply toward the calculation of the faculty member's salary.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Three - Conditions for Light Loading (continued)

3.5 In cases where all full-time faculty members in a particular department do not have a full load in the day division, junior members who are compentent will be assigned on-campus Continuing Education courses, if available, to reach a full load. Such assignments must take absolute priority over all other potential on-campus Continuing Education assignments. If any faculty member does not wish to teach in the Continuing Education Division, accept a nonteaching assignment or if Continuing Education sections are not available; and therefore, the faculty member does not have a full load, the faculty member's salary will be prorated.

3.6 If there are sufficient Continuing Education sections, a faculty member already teaching in the Continuing Education Division to attain full load status, may teach an additional section at the regular Continuing Education pay schedule.

3.7 In the event that a light load assignment places a faculty member in another department with an interdepartmental competency, he/she retains his/her faculty rank and seniority in his/her original department but, as an interdepartmental teacher in a new department, he/she has no seniority. Interdepartmental faculty members will not have rights to any day or Continuing Education sections until such sections have been refused by the full-time departmental faculty. Interdepartmental faculty members will be expected to make every effort to meet the usual departmental duties and responsibilities.

Section Four - Voluntary Reductions

Any full-time faculty member who otherwise would be full loaded, may apply to voluntarily teach forty (40) percent to eighty (80) percent of the maximum load as defined in Article X, Sections 1.1 and 1.2 in any semester with a proportional salary and fringe benefit reduction. The Academic Dean may deny a request if there are not qualified instructors to teach the affected courses or if otherwise necessary.

Section Five - Banked Hours

5.1 A faculty member who teaches in excess of those hours specified in Article X, Sections 1.1 and 1.2 may elect to bank those hours provided there are at least fifteen (15) paid students registered in the elected course. These banked hours will be held until a light-loaded faculty member needs them to reach a full load or, provided the Academic Dean gives approval, to reduce his load; and cannot be cashed in except as provided

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Five - Banked Hours - 5.1 (continued)

in Article X, Section 5.3. A faculty member may accumulate no more than 28 credits in courses where contact and credit are equivalent or 33 contact hours where contact hours exceed credit hours.

5.2 Payroll records will be compiled by the Personnel Office. At the end of each semester, the Dean, or his/her designee, will provide for verification to the faculty member, a written statement itemizing the hours banked and the amount of salary owed (in the event of terminations defined in Article X, Section 5.3).

5.3 In the event of voluntary or involuntary termination, banked hours will be paid to the faculty member or his/her beneficiary at the dollar amount earned at the time the work was performed. In addition effective January 1, 1988, a faculty member may withdraw banked hours at any time at the dollar amount earned if he/she certifies in writing such banked hours are no longer needed to prevent light loading.

Section Six - Areas of Teaching Competence

Each department shall determine those courses which each department member is competent to teach, subject to the approval of the Academic Dean. This list will apply to day and Continuing Education course assignments, and it will be updated at least once annually and given to the Academic Dean by May 15.

Section Seven - Preparations

7.1 Every effort will be made to limit preparations to two (2) per semester. The maximum number of preparations shall be three (3) per semester, unless the faculty member requests more in writing. This section is not applicable in cases where a faculty member does not have a maximum load.

7.2 The Department Chair shall discuss and work out course assignments with all department members in an effort to realize the above policy.

Section Eight - Class Size

The maximum class size shall normally be 28 students. Class size may be increased beyond 28 students in the following situations only:

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Eight - Class Size (continued)

A. In the event of financial exigency or to avoid program retrenchment as defined in Article VII, Section 1.1. In such cases class size may be increased. More than 30 students will be governed by (E) below.

B. Where due to inaccurate projections more than twenty-eight (28) students wish to register for a particular class and that opening an additional class would not be advisable, at the discretion of the Academic Dean class size may be increased. More than 30 students will be governed by (E) below.

C. Where due to the particular nature of the course being offered as determined by the instructor and Academic Dean, it is advisable to have a class in excess of twenty-eight (28) students for lectures and have that same class then divided into two or more laboratory sections.

D. If qualified faculty cannot be hired, the Academic Dean may increase class size. More than 30 students will be governed by (E) below.

E. Where it is necessary to increase class size beyond 30 students, the following schedule will apply:

Number of Students in class (as of census date)	Continuing Education Payment Rate
31 - 38	One-third course credit
39 - 48	Two-thirds course credit
49 - 60	Full-course credit

Section Nine - Classroom and Office Hours

9.1 Each faculty member is expected to be in the classroom or laboratory by the time the session is scheduled to start.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Nine - Classroom and Office Hours (continued)

9.2 Each faculty member will be expected to meet his/her classes and laboratories as scheduled unless previously excused by his/her Department Chair or by the Academic Dean. Otherwise, no faculty member will have the right to cancel a class or laboratory without a reason which he/she may be asked to justify to the satisfaction of the Dean.

9.3 Office Hours

A. Each full-time faculty member shall be present in his/her office for consultation with students five (5) hours per week. If a faculty member has a reduced load because of other than teaching assignments, his/her office hours will be adjusted after consultation with the Academic Dean. Office hours shall be scheduled throughout the week between 8 a.m. and 4 p.m. on at least four (4) days a week. No more than two office hours may be held at 8 a.m. and one office hour a week may be scheduled prior to an evening class. Office hours may not be scheduled during activity period on Wednesday and Friday.

B. Office hours must be clearly posted on office doors, made known to students and every effort will be made to follow them.

C. At the beginning of each semester, each faculty member shall submit his/her proposed office schedule to the Academic Dean. Any change will require a week's advance notice to the chair and the Dean.

9.4 Continual violation of any of the above requirements shall be governed by Discipline and Dismissal provisions set forth in Article VII.

Section Ten - Faculty Advisory Duties

Each full-time faculty member may be assigned, as part of his/her duties, not more than twenty-five (25) students. He/she shall advise them in such areas as registration for courses, matriculation, transfer and other areas where faculty training and experience may be of aid to student welfare. If the administration requests and the faculty member is agreeable, more than 25 students may be assigned.

ARTICLE X - PROFESSIONAL WORKING CONDITIONS (continued)

Section Eleven - Professional Responsibility

All faculty members shall be considered responsible for those areas which have have an obvious relationship to the faculty position which they hold. Such areas include completion of reports to the students and to the College, maintenance of records, taking accurate attendance, participation in academic activities, scholarly progress and departmental responsibilities.

Section Twelve - Faculty Offices

The College agrees to work toward and plan for an eventual arrangement whereby faculty offices shall have no more than two (2) faculty members.

Section Thirteen - Faculty Absences

13.1 In order for the College to maintain satisfactory records for future review by State auditors, each faculty member shall attest every month, by written signature, on a form kept by his/her department chair, that the number of his/her absences and the reasons why such absences took place are correctly listed.

13.2 In all cases of absence, it is expected that the faculty member will cover the missed work. During an extended absence (more than two (2) consecutive classes missed), the department concerned will do everything possible to cover the affected classes for the next three (3) days. If it is not possible to cover all classes, then the faculty member concerned will make every effort to schedule make-up sessions at times mutually agreed to by students and faculty member. The Dean may adjust sick leave where make-up is performed outside of the faculty member's regularly scheduled hours.

13.3 If the absence extends more than one (1) week, arrangements will be made by the administration to cover classes. Faculty members who cover such classes shall receive prorated pay from the time they first substituted.

Section Fourteen - Load Reduction for Faculty Association President

The President of the Faculty Association shall receive two (2) course reductions per semester, provided by the College.

ARTICLE XI - SALARIES

Section One - Salary Schedule

The following salary schedule shall be in effect from September 1, 1986, through August 31, 1988.

Contract Year	Rank	Minimum	Maximum
1986-87	Instructor	$20,387	- - - -
	Assistant Professor	22,902	$27,588
	Associate Professor	25,362	31,540
	Professor	29,888	- - - -
1987-88	Instructor	$21,610	- - - -
	Assistant Professor	24,276	$29,243
	Associate Professor	26,883	33,432
	Professor	31,681	- - - -

Section Two - Returning Faculty

2.1 For the period September 1, 1986, through August 31, 1987, each returning faculty member shall receive the following base raise:

Rank	Base Raise
Instructor	$1,042
Assistant Professor	1,201
Associate Professor	1,454
Professor	1,819

2.2 For 1987-88 each returning faculty member will receive six percent of the average in rank for returning faculty.

ARTICLE XI - SALARIES (continued)

Section Two - Returning Faculty (continued)

2.3 Stipends for eligible faculty members for 1986-87 will be as follows: Instructor, $95; Assistant Professor, $109; Associate Professor, $132; and Professor, $165. Stipends for eligible faculty members for 1987-88 will be as follows: Assistant Professor, $115; Associate Professor, $140; and Professor, $175.

Section Three - Continuing Education Salaries

The following per credit hour rates will apply for the period September 1, 1986, through August 31, 1988:

Rank	1986-87	1987-88
Instructor	$439	$465
Assistant Professor	483	512
Associate Professor	534	566
Professor	590	625

Section Four - Promotional Stipend

Upon promotion to a higher rank, a faculty member's base salary will be increased as follows:

	Effective Date of Promotion	
Rank Promoted to:	1986-87	1987-88
Assistant Professor	$586	$621
Associate Professor	655	694
Professor	714	757

Section Five - Independent/Contract Study Stipend

Faculty will be paid at the College's prevailing continuing education tuition rate for each Independent or Contract Study course they teach.

Section Six - Pay Periods

The salary of each faculty member shall be paid on a biweekly basis. The existing option of twenty-two (22) or twenty-six (26) pay periods shall continue. Prior to the first pay period, the Business Office shall give each member a form to elect the twenty-six (26) pay periods if so desired.

ARTICLE XI - SALARIES (continued)

Section Seven - Insurance

7.1 Health Insurance

A. The present health insurance coverage will be funded for the employee and his/her dependents with one hundred (100) percent premium paid by the College. Should a faculty member die in service to the College or during retirement, immediate opportunity will be given to the dependents of the deceased to continue in the College health plan at their own expense.

B. Faculty members with a minimum of ten (10) years of service who retire from the service of the College under any of the Retirement plans will have their health insurance coverage, as at the time of their retirement, continued at no cost to the employee.

The ten (10) year requirement may be waived by the President at his sole discretion. When an employee reaches age 65, he/she must apply for coverage under the Federal Medicare Program. Cost of the Medicare Program will be borne by the College. Benefits provided under the Health Insurance Program will be applied only after Medicare coverage has been exhausted as provided by the Health Insurance Program.

7.2 Disability insurance coverage will be funded one hundred (100) percent by the College.

7.3 The dental insurance will be funded one hundred (100) percent by the College for the employee only.

7.4 The College will pay one hundred (100) percent of the premium for a group term life insurance policy for each faculty member. Each member's coverage will be equal to his/her base salary.

7.5 Proposed changes in carriers or benefits in the policies in effect in 7.1, 7.2, 7.3 and 7.4 above must be approved by both the Faculty Association and the Board of Trustees.

Section Eight - Tax Deferred Annuity

Faculty members are eligible to participate in a tax deferred annuity program through a college approved insurance company.

ARTICLE XI - SALARIES (continued)

Section Nine - Retirement

9.1 Faculty members may choose either the N.Y.S. Teachers' Retirement, the N.Y.S. Employees' Retirement or the T.I.A.A.-C.R.E.F. pension without cost to the individual, except as limited by law. All full-time faculty members participate in the Social Security System.

9.2 Faculty members who have attained at least the age of 55 shall be eligible for an early retirement incentive upon attaining 15 years of service. Faculty who declare by January 15 their intention to retire during the summer, prior to the fall semester, will be eligible for the incentive. Faculty who declare by June 1 their intention to retire during the Christmas Recess/Intersession period, prior to the spring semester, will be eligible for the incentive. No incentive will be paid for a mid-semester retirement unless the retirement is considered in the best interests of the College as judged by the administration.

The incentive will be paid as follows: during the first year of eligibility - 100% of the final year's base contract salary; during the second year - 80%; during the third year - 60%; during the fourth - 40%; and during the fifth year - 20%.

9.3 Early Termination Incentive

A. At the end of a full-time faculty member's 20th or 25th year of service there will be a one year "window" during which a faculty member who is not eligible for retirement can resign and receive a payment of 100% of his/her final year's base salary. The incentive payment is guaranteed for those faculty who declare by January 15 their intention to resign during the following summer, prior to the fall semester and those faculty who declare by June 1 their intention to resign during the Christmas Recess/Intersession period, prior to the spring semester. No incentive will be paid for a mid-semester resignation unless the resignation is considered in the best interests of the College as judged by the administration.

B. Faculty who resign under the provisions of A above will have their health insurance benefits maintained, if they desire, provided the faculty member pays one half of the insurance premium until he/she reaches age 55. At age 55, health benefits will be fully provided by the College as specified in Article XI, Section 7.1 A & B.

ARTICLE XI - SALARIES (continued)

Section Nine - Retirement

9.4 Any Faculty member who has completed 20 or more years of service and elects to retire or resign between the end of Spring semester 1987 and the beginning of Fall semester 1987 or between the end of the Fall semester 1987 and the beginning of the spring semester 1988 will receive an incentive payment equal to 100% of his/her base salary. Those who elect to retire or resign during the Summer of 1987 should give written notification to the President as soon as possible, but no later than May 1, 1987. Those who elect to retire or resign during the Christmas Recess/Intersession period of 1987/88 must give notice by June 30, 1987, to qualify for the incentive payment.

Section Ten - Workers' Compensation Insurance

Faculty members are covered by Workers' Compensation Insurance.

Section Eleven - Credit Union

Faculty members who wish to participate in the area Credit Union shall be allowed to do so through payroll deductions. Procedures designed to minimize the costs of bookkeeping will be determined by the College. Faculty interested in joining the credit union should contact the College Business Office about application procedures.

ARTICLE XII - LEAVES OF ABSENCE

Section One - Sick Leave/Sick Leave Bank

1.1 Faculty will earn sick leave at a rate of 15 days per year except during the first, second and third year of employment when they earn 17 days per year. A maximum of 165 days may be accrued.

1.2 Unused sick leave will be converted to its salary equivalent and paid to a specified beneficiary upon the death of a faculty member. In computing the salary equivalent, one year equals one hundred and sixty-five (165) days and the death benefit would be as follows:

$$\frac{\text{Unused sick leave}}{165} \times \text{annual salary} = \text{salary equivalent}$$

ARTICLE XII - LEAVES OF ABSENCE (continued)

Section One - Sick Leave/Sick Leave Bank (continued)

1.3 Sick Leave Bank

A. A Sick Leave Bank has been established to provide against the economic effects of a long-term illness.

B. All full-time faculty (excepting those on temporary appointment), must join the Sick Leave Bank after three (3) months continuous service.

C. Members join the Sick Leave Bank by contributing three (3) days of accumulated sick leave to the bank each year.

D. If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the College will automatically assess each member an additional contribution of one (1) day.

E. The Bank shall be administered by a committee of two administrators appointed by the College President and two faculty members appointed by the President of the Faculty Association.

F. ELIGIBILITY: A member who is suffering from a prolonged or disabling injury or physical/mental illness is eligible to apply to the Sick Leave Bank after he/she has exhausted his/ her accumulated sick leave.

1. The Committee shall administer the Bank and act on each application submitted to it within ten business days. In the event that a member's recovery shall require more than forty (40) working days, the Committee shall meet to determine renewal of the application.

2. In applying for Sick Leave Bank benefits, the applicant shall provide the Committee any documentation deemed necessary with regard to the nature and duration of the disabling condition. In making determinations the Committee can require eligible employees to be examined by independent medical examiner(s).

3. Ordinarily, the maximum number of days the Committee may allocate for any one illness shall be two-hundred (200) days.

ARTICLE XII - LEAVES OF ABSENCE (continued)

Section Two - Personal Leave

2.1 Upon application to the Dean, any full-time faculty member will be granted personal leave [normally, not to exceed three (3) days] for serious illness in the family, religious holidays, legal reasons or other reasons approved by the Dean. Additional leave must be approved by the Dean.

2.2 Leave for death in the family will be in addition to personal leave in 2.1 and shall not exceed three (3) days unless approval is obtained from the Dean. Family shall be limited to mother, father, spouse, children, grandparents, grandchildren, siblings, mother, father, brothers and sisters-in-law.

Section Three - Military Leave

3.1 Faculty members covered by this agreement who, as members of the State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service, will be compensated by the College. Compensation for such periods shall be an amount equal to the difference between the employee's pay at the time he/she enters on such active service for his/her regularly scheduled hours of work and his/her military pay provided his/her military pay is less than the faculty member's regular compensation for up to thirty (30) days of such required military duty, in each calendar year of his/her employment.

3.2 Faculty members shall notify the Personnel Office as far in advance as possible of required military assignments, and not later than the work day following receipt of official notice of such assignments.

3.3 It will be the responsibility of each faculty member to present the Personnel Office with an official record of the time spent for claimed period of active service.

3.4 No faculty member will be required to apply his/her vacation or personal days to any period of mandatory military service.

Section Four - Unpaid Leaves of Absence

4.1 A leave of absence of one (1) semester or one (1) year may be granted for advanced study, research or holding a temporary appointment which will enhance the professional training and/or experience of the

ARTICLE XII - LEAVES OF ABSENCE (continued)

Section Four - Unpaid Leaves of Absence 4.1 (continued)

faculty member and increase his/her service to the College. Written application and approval by the Dean is required. During the leave of absence, seniority will continue to accrue and the faculty member shall accumulate credit toward tenure, promotion, sabbatical leave, sick leave and salary increases. Fringe benefits will continue to be paid by the College. If the leave of absence is extended beyond one year, seniority shall not accrue and benefits shall not be retained for that year.

4.2 A leave of absence of one (1) semester or one (1) academic year may be granted for other reasons upon written application and approval by the Dean. Seniority shall not accrue and fringe benefits shall not be paid by the College for that year.

4.3 Parental Leaves

A. Parental leave shall be granted for up to one (1) year. Applications shall be submitted to the President as far in advance as possible of the requested effective date of leave.

B. The accrual of seniority and other benefits and privileges shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such under the College sick leave plan. Certification by the faculty member's physician that such leave is due to medical disability is required.

Section Five - Sabbatical Leave

5.1 Sabbatical leaves for professional development shall be granted to members of the full-time faculty who meet the requirements set forth herein. The goal of such leave is to increase the value of the individual to the College.

5.2 Sabbatical leaves may be granted for travel, study, formal education, research, writing or other experience of professional value.

ARTICLE XII - LEAVES OF ABSENCE (continued)

Section Five - Sabbatical Leaves (continued)

5.3 Members of the professional staff who have completed at least six (6) years of service with the College or six (6) years since a previous sabbatical shall be eligible for a sabbatical leave. In computing years of service for this purpose, unpaid leaves of absence as defined under Article XII, Section 4.2 and periods of part-time service shall not be included.

5.4 Sabbatical leaves may be granted for periods of one (1) academic year at rates not to exceed one-half salary or for periods of one-half academic year at rates not to exceed full salary. Members of the faculty on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of their leaves. Any faculty member on sabbatical leave shall retain all accrued and continuing benefits during the period of leave.

5.5 Applications for sabbatical leaves shall be submitted to the President as far in advance as possible of the requested effective date of leave; but, in no event, later than December 1st of the academic year preceding the sabbatical unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed while the person is on leave and a statement of intention to return as a full-time faculty member. Upon a faculty member's return, A Written resume of the sabbatical leave shall be placed on file with the President.

5.6 The number of sabbaticals shall not exceed four (4) annually. The College Sabbatical Leave Committee shall recommend no more than four (4) names to the President. The Committee will consist of three (3) faculty members appointed by the Faculty Association President and two (2) administrators with instructional duties appointed by the President of the College.

The Committee will use the following criteria in making its recommendations:

A. The benefit of the sabbatical proposal to the College.

B. The quality of the proposed sabbatical activity.

C. The professional value of the sabbatical to the faculty member.

ARTICLE XII - LEAVES OF ABSENCE (continued)

Section Five - Sabbatical Leaves (continued)

5.7 Any applicant denied a sabbatical leave shall be notified in writing of such denial. Normally, announcement of sabbaticals will be made by March 1. During the absence of faculty members on sabbatical, the President shall make appropriate arrangements for carrying on activities of the College with due regard to established work loads or other members of the faculty. Faculty members on sabbatical leave shall not be required to contribute toward the salaries of their substitutes.

5.8 Only at the President's discretion will more than one (1) person in a department be granted a sabbatical leave in any semester. The Board reserves the right to deny a sabbatical leave in the event of a clear emergency which might impair the College program.

5.9 A faculty member who is granted a sabbatical, will sign a promissory note which states that if he/she fails to return to Cayuga County Community College and complete one (1) year of full service after completion of the sabbatical, he/she must repay the full amount of money received while on sabbatical. Exceptions to this provision may be granted provided the administration believes such exceptions to be in the best interests of the College.

Section Six - Instructor Exchange Policy

6.1 When an exchange of faculty with other institutions is clearly seen to enhance the professional training or experience of the faculty member and increase his/her future service to the College and when there is no danger to the College program or departmental programs, such an exchange will be given consideration by the President and the Board.

6.2 If any faculty member desires to make an exchange, the sole responsibility for arrangements shall rest with him/her. Furthermore, final permission and approval shall rest with the President and the Board.

ARTICLE XIII - FACULTY DEVELOPMENT FUND; FACULTY AWARD FOR EXCELLENCE

Section One - Faculty Development Fund

1.1 The Program - A faculty development fund will be administered by a committee comprised of three (3) faculty members approved by the Faculty Association President and two (2) administrators appointed by the President. This committee shall elect a chair, review all applications and make recommendations to the President to grant funds for:

A. Research or curriculum development - Stipends ranging from $500 - $2,000 will be granted for approved projects upon successful completion.

B. Graduate Courses - Tuition for graduate courses upon verification of successful completion of the course(s).

C. Course load reduction - The College will charge the fund at the minimum instructor day salary rate. Course load reductions will not be granted to light-loaded faculty.

D. Seminars/conferences - Attendance at seminars/conferences which cannot be funded by department travel budgets.

1.2 General Information

A. In the case of excess applications for faculty development grants in a given semester/term, priority will be established on the basis of criteria outlined in Article XIII, Section 1.4. When applications for consecutive semesters exceed the number of faculty grants awarded, all proposals will be judged each semester based on Article XIII, Section 1.4.

B. Nonteaching faculty members may receive time from regular working hours to pursue graduate work on the same basis as teaching faculty provided that facilities and programs are at all necessary times adequately staffed.

C. A maximum of $8,837 will be made available for fall and $8,837 for spring of 1986-87. A maximum of $4,079 will be made available in the summer of 1987. In 1987-88, these amounts will be increased at the same percentage as the minimum instructor salary.

ARTICLE XIII - FACULTY DEVELOPMENT FUND; FACULTY AWARD FOR EXCELLENCE (continued)

Section One - Faculty Development Fund (continued)

1. In the event that total funding allocated to fall semester for Faculty Development Grants is not exhausted through recommendations of Committee and action by President remainder shall be carried over to spring semester.

2. In the event that total funding allocated to spring semester for Faculty Development Grants is not exhausted through recommendations of Committee and action by President, remainder shall be carried over to summer term.

D. The College reserves the right to deny a faculty development grant if the Faculty Development Committee or the President determine a faculty development proposal not to be of high standard, or in the event of a clear emergency which might impair the College program.

1.3 Application Procedure

A. Persons desiring Faculty Development Funds (FDF) must complete the standardized FDF application form and forward to the Faculty Development Committee.

B. Deadlines are as follows:

Semester/Term	Application Deadline	Notification Deadline
Spring Semester	November 1	December 15
Summer Term	March 1	April 15
Fall Semester	May 1	July 15

1.4 Review Criteria - The Faculty Development Committee will use the following criteria when reviewing merits of applications:

A. Benefit of the proposal to the College,

B. Quality of the proposed activity,

ARTICLE XIII - FACULTY DEVELOPMENT FUND; FACULTY AWARD FOR EXCELLENCE (continued)

Section One - Faculty Development Fund 1.4 (continued)

C. Professional value of the proposal to the faculty member and

D. Completion of Faculty Development Projects previously granted.

Section Two - Faculty Award for Excellence

After five (5) years in rank, full professors who have consistently maintained excellence in teaching/professional service and are recognized for outstanding contributions to the College, will be eligible for an Award for Excellence. Awards become effective upon selection by the President. Each contract year three (3) awards may be granted and $636 in 1986-87 and $674 in 1987-88 will be added to the base pay of each recipient.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section One - College Calendar

The Association shall select a representative to serve a one year term for the purpose of meeting with the administration and a student representative to discuss future college calendars. Proposed major calendar changes shall be submitted to the faculty for its approval. Final approval will be by the Board on recommendation by the President.

Section Two - Prior Consultations on Administrative Positions

In the event of a vacancy in the administration (as defined in Article I, Section 8) or when any new professional position is created, a job description containing title, duties, requirements, remuneration and all other pertinent information about the position shall be circulated among existing faculty members prior to publication elsewhere.

Section Three - Taylor Law

3.1 Taylor Law, Section 294-A: "Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification."

ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)

Section Three - Taylor Law (continued)

3.2 Section 204-A: "Within sixty (60) days after the effective date of this act, a copy of this Section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this Section."

Section Four - Travel Expenses

4.1 Lodging will be reimbursed at an appropriate rate approved in advance by the President, or Academic Dean.

4.2 Meals - upon presentation of meal receipts to the Business Office, faculty members will be reimbursed up to $50 (including tips) per day.

4.3 American Plan - When subsistence rate at conventions and meetings of associations or organizations is in excess of maximum allowable rates, prior approval must be obtained. A voucher for expenses incurred when attending conventions and meetings of organizations shall be supported by a program of literature setting forth opening and closing dates of the convention.

4.4 Transportation

A. Personal car use will be reimbursed at the Internal Revenue Service rate.

B. Air Travel - The use of airplane travel may be approved when time is the controlling factor in the dispatch of official business. Where airplane travel is approved, a copy of the ticket must be presented for reimbursement. Expenses will be reimbursed for airport parking and travel to and from the airport via limousine or bus.

4.5 Tax Exemption - Certain taxes are not to be charged College personnel. Tax exemption forms are available in the Business Office.

Section Five - C C C C Tuition Exemption

Full-time faculty, their spouses and their dependent children will receive a tuition waiver for the balance of tuition not covered by the New York State Tuition Assistance Program. Part-time tuition waiver enrollment will be on a space available basis.

APPENDIX A

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name First Middle Initial Department

Address: Box or R D # Town County State Zip Code

TO: Board of Trustees of Cayuga County Community College,
Auburn, New York 13021

I, hereby, request and authorize you, according to arrangements agreed upon and certified by the Association, to deduct dues from my salary and transmit the same to the Association. I, hereby, waive all right and claim for monies so deducted and transmitted in accordance with the authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while I am employed in this College or until I withdraw authorization by written notice.

Signature _____

Title _____ Date _____

APPENDIX B

CAYUGA COUNTY COMMUNITY COLLEGE

GRIEVANCE FORM

(Approved by Faculty and Administration, April 1975)

_____ _____

Name of Grievant Date Filed

_____

Party of Interest

A. State of Grievance:

1. Article, Section and/or paragraph being grieved:

_____

_____

2. Date of Incident: _____

3. Persons involved: _____

_____

_____

4. Description: _____

_____

_____

_____

B. Relief Sought: _____

_____

_____

_____

Signature of Grievant

C. Received by: _____ on _____

D. Record of Attachments:

1. Stage One _____

2. Stage Two _____

3. Stage Three _____

4. Stage Four _____

APPENDIX C

CAYUGA COUNTY COMMUNITY COLLEGE

WORKERS' COMPENSATION OPTIONS

When an employee is injured on the job and meets the Workers' Compensation eligibility requirements, the following two options are available. The employee must pick one of the two options and is bound by that choice through the term of the disability.

PLEASE READ CAREFULLY:

___ WORKERS' COMPENSATION OPTION

- The employee "goes out" on Workers' Compensation retroactive to day one after the seven (7) work-day waiting period obligation is met. The employee will deal directly with Workers' Compensation for reimbursement during the disability period. Reimbursement is approximately 67% based on the previous 12 months earnings, and the employee is deactivated from the College payroll during the period of disability.

- Benefits: retirement contributions would cease during disability period, however, all other benefits would be retained and continue to accrue. When reinstatement is made, retirement contributions would be reactivated.

___ 1/3 X 2/3 COLLEGE OPTION

- During the disability period, retroactive to day one after the seven (7) work day waiting period, the employee will receive approximately 2/3's of his/her salary (based on the previous 12 months) directly from the Workers' Compensation Board. The College will pay the employee the difference between the compensation payment and his/her current bi-weekly salary.

BENEFITS

- Insurance: Health insurance and life insurance will be retained.

- Sick Leave: Employee will be assessed 1/3 sick leave day for every day absent against his/her accrued sick leave (whereas 2/3 sick leave day will be reimbursed by the Compensation Board) and sick leave would continue to accrue.

- Vacation Leave: Will continue to accrue, but not eligible towards time off in order to maintain full salary.

- Retirement: Contribution would be made only on funds received from the College (approximately 1/3 of a day). Workers' Compensation does not contribute to retirement.

- Tax Purposes: College monies received are taxable whereas reimbursement received from Workers' Compensation is not.

_____ _____

Signature Date

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Agreement between

Clinton County Legislature,

Board of Trustees of Clinton Community College,

Clinton Community College

and

The Clinton Community College Faculty Association

9/1/86 - 8/31/88

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AGREEMENT, made this 1st day of September, 1986, between CLINTON COUNTY LEGISLATURE of the County of Clinton, New York (hereinafter referred to as the "Legislature"); the Board of Trustees of CLINTON COMMUNITY COLLEGE (hereinafter referred to as the "Trustees"), and the "Trustees" (hereinafter referred to collectively as the "College"),

-And-

THE CLINTON COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH,

PREAMBLE

The College and the Association declare it to be their mutual policy to promote and encourage effective and harmonious working relations between the College, its Board of Trustees, its administrative staff and its faculty represented by the Association, and enable the Faculty to participate in and contribute to the development of Clinton Community College as an institution of higher learning.

ARTICLE I: REQUIREMENT OF LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II: SAVINGS CLAUSE

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. It is understood and agreed that all of the terms and conditions provided in this Agreement shall remain in full force and effect and binding upon the parties during the life of this Agreement until altered by mutual agreement in writing.

ARTICLE III: MANAGEMENT RIGHTS

The Board of Trustees, on their own and in behalf of the sponsoring Legislature and the State University of New York, hereby retains and reserves unto itself all rights, powers, authorities, duties, and responsibilities conferred upon it and vested in it by Law and regulations.

Page 4 was missing from the original document and is therefore not included in this reproduction.

member. The College shall remit to the Association such amounts as are withheld once each month or in such other manner as the College and the Association may agree upon.

C. No Strike or Retaliation Affirmations

1. The Association affirms that it does not assert the the right to strike against the College or to assist, participate in or abet such a strike.
2. There will be no reprisals of any kind taken against any member of the Association by reason of his membership, participation in or support or representation of the Association.

ARTICLE VI: ACADEMIC FREEDOM

A. Freedom of the Classroom and Research

1. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. This freedom shall include the right to belong to any legal organizations, and to hold and make public any view or opinion involving, but not limited to, social, economic, political and educational issues.
2. Faculty members are entitled to freedom in discussing their subjects, but they should be careful not to introduce or cause to be introduced into their teaching controversial subject matter which has no relation to their subjects. This freedom shall apply to the faculty

members' recommendation of library materials and selection of textbooks within their disciplines.

3. Faculty members are entitled to full freedom in research and in publication of the results, subject to the adequate performance of their other academic duties.

4. Faculty members involved in co-curricular activities such as yearbook, newspaper, dramatics, cultural affairs or student organizations are contributing to the education development of their students, and, as such are entitled to freedom from unwarranted and capricious controls in the direction and supervision of these activities. As advisors, they shall be entitled within the guidelines established to hold and express any view or opinion not contrary to law involving, but not limited to, social, economic, political, artistic, and educational issues related to the activity they are supervising.

B. Personal Life

1. Faculty members are citizens, members of a learned profession, and faculty members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline.

2. As persons of learning and faculty members, they should remember that the public may judge their profession and the College by their utterances. Hence, they should indicate that they are not College spokespersons.

C. Other Employment

1. Faculty members owe primary responsibility to their College duties. They may accept outside employment or other commitments during the regular semesters of the College academic year only if:

   (a) Such outside employment or commitments do not interfere with or reduce the faculty member's effectiveness to the College and/or its students.

   (b) Each semester, the President shall be informed in writing on the attached form of any outside employment or commitment for financial return. The Committee on Improved College Relations shall consider improvements in this form. (See Appendix E).

2. Faculty members, by mutual agreement with the College, may be engaged and paid by the College for special professional duties connected with non-credit service. The written approval of the appropriate Dean is required for all such duties. The amount of remuneration shall be arranged by mutual agreement between the faculty member and the appropriate officer(s) of the College.

ARTICLE VII: PROFESSIONAL OBLIGATIONS

A. Academic Calendar

The determination of the Academic and Administrative Calendars is the responsibility of the College. However, it is the policy of the College to involve the Faculty

actively in preparation of the calendar by having a Faculty Calendar Committee work with the Administration in the development of the calendar. The number of days the College is in session in an academic year will not be changed substantially.

B. Teaching Loads and Teaching Assignments

1. The determination of the teaching schedules, class size, and room assignments is the responsibility of the Academic Dean.

2. Effective the academic year 1983-1984:

(a) A faculty member will be assigned a teaching load of not more than 30-32 credit hours, or thirty-six (36) contact hours per academic year (18 credit; 20 contact hours per semester) or the equivalent thereof. The College will use reasonable effort to equalize loads between semesters. The following special provisions shall apply:

(i) When two contact hours (laboratory hours, e.g. Science, Business, Nursing, etc.) are scheduled consecutively, such hours will be counted as one and one half (1 1/2) credit hours.

(ii) In disciplines where four-hour courses are common (e.g Math, Sciences) and there are no one (1) or two (2) hour courses to facilitate

assignment comparable to those in other disciplines, an annual load of 32 credit hours may be assigned with an effort to equalize loads between semesters.

(iii) Athletic sport seasons which are shortened due to insufficient student participation may be justification for adjustments. Other activities or duties of interest to the College and within the faculty member's professional capabilities (i.e. committee assignments, intra-mural programs, etc.) may be assigned by the Academic Dean after consultation with the Director of Athletics. If the Academic Dean has made a good-faith effort to assign such other activities or duties, but this cannot be done, the faculty member may be assigned additional teaching credits to meet the faculty member's annualized load. When extenuating circumstances develop that necessitate changes in the formula (Appendix D), the Academic Dean shall enlist the recommendations of the HPE Department before effecting these changes.

(iv) A faculty member will not be assigned a load of more than six (6) different preparations (different course numbers, i.e., 101, 102, 103,

etc.) per academic year, or more than four (4) different preparations in any one semester.

(v) A one credit hour course shall equal one-third preparation; a two credit hour course shall equal two-thirds (2/3) preparation. A three (or more) credit hour course shall equal one preparation. Teaching the same course in both fall and spring semesters does not constitute a different preparation.

(vi) Teaching faculty workloads will be computed based on credit hours except in those subjects where semester hours exceed credit hours. The workload in such courses will be based on semester hours.

(vii) Overload compensation shall be payable only to the extent a faculty member's assignment exceeds the foregoing limitations.

3. Voluntary Overload

A. Full-time teaching faculty members will be given first opportunity to teach one overload course per semester in addition to their regular loads for that semester in lieu of part-time instructors when the following qualifications are met:

(1) additional classes or sections in their discipline are necessitated by increased enrollment, and/or

(2) classes are offered through continuing education for which they are qualified, and/or

(3) workshops, contract courses, or short-term courses are offered for which they are qualified.

(4) the faculty member has requested to teach an overload course.

B. A faculty member may request to teach a second overload course in any semester when these additional criteria are met:

1. A faculty member has a record of past satisfactory teaching and service to the College as evidenced by positive student evaluations, satisfactory annual reviews and written recommendations of the Division Coordinator or appropriate Administrator and authorization by the Academic Dean.
2. Two (2) additional office hours shall be added for the second overload course.
3. The denial of the second overload course is grievable.

C. The Dean shall authorize a request for a second overload course if the criteria in (B) (1) above are met and a course is available in the faculty member's area of competency.

4. Overload Payments

A. Hours taught beyond 18 credit hours during the Fall semester shall be paid during that semester.

B. After the first complete week of courses in the Spring semester, the faculty member's workload will be assessed and a determination made as to whether or not credits (over 15 and up to 18) taught during the first semester should be paid on an overload basis. If a person is so entitled, the faculty member shall have a lump sum payment made in the second full pay period in February. (This section does not apply to credits paid on an overload basis in the Fall semester.)

5. Evening Assignments

Evening assignments are part of the regular program. Faculty members may be assigned evening classes by the Academic Dean in accordance with the needs of the College. Faculty members shall not be assigned evening classes on more than two nights a week without their consent. A faculty member with a regular teaching load not having an evening course assigned as part of that load, may be permitted to teach an additional course in the evening, or in the Continuing Education Program, with the approval of the Academic Dean. The faculty member shall be paid for the additional course(s) in accordance with the approved salary schedule for part-time teaching.

6. Schedule Changes

Each faculty member shall meet and conduct all classes as regularly-scheduled unless prior notice has been given and approval obtained from the Academic Dean. Changes in class

schedules, or in location of classes, shall not be done without prior approval of the Division Coordinator and the Academic Dean.

7. Class Coverage

The faculty member shall cooperate in providing, in the interest of competent instruction, coverage for classes in the absence of another teaching faculty member as far as ability and commitments will permit. A faculty member who assumes the teaching of a class of another faculty member who is ill shall be compensated at the regular rate for substitute teachers. Compensation for such teaching will commence after that class has been conducted the equivalent of one week.

8. Office Hours

(a) Teaching faculty shall spend at least five hours per week on four different days in their office, or other such schedule with the approval of the Academic Dean for consultation with students.

(b) Two additional office hours shall be added for the second overload course.

(c) Office hours are in addition to the faculty member's scheduled classes, and may be scheduled at the member's convenience; however, the faculty shall attempt to cover as many students as feasible.

(d) Class schedules and office hours shall be posted by each faculty member with copies to the Division

Coordinator and the Academic Dean. The schedule of office hours shall normally remain constant for a semester.

9. Non-Teaching Faculty

Non-teaching faculty (N.T.F.) members shall be employed on a 10 or 12-month basis. Employees hired before August 31, 1984, will not be reduced to 10-month employees except by mutual agreement of the College and the faculty member. Ten (10) month employees shall be hired at 5/6ths of the 12-month salary. Non-teaching faculty members shall be employed on the same weekly basis, together with the same working conditions, as heretofore.

(a) Non-teaching faculty members shall not be granted academic rank; however, a teaching faculty member holding academic rank who accepts an N.T.F. assignment, shall continue to hold academic rank while serving in the N.T.F. position.

(b) An N.T.F. not holding rank as a former teaching faculty member who accepts a full-time teaching position shall be granted rank as an Instructor, or on the following basis:

(1) Assistant Professor, if the N.T.F. has been employed in an N.T.F. capacity at Clinton Community College a total of five or more years, or

(2) Associate Professor, if, in addition to (1) above, the N.T.F. has been employed as an N.T.F., or teacher, or a combination thereof, for five or more years at another institution of higher education, or

(3) Professor, if the N.T.F. has been employed in an N.T.F. capacity at Clinton Community College a total of ten or more years.

10. Correctional Facilities Teaching Assignments

Off-Campus teaching assignments at the correctional facilities shall be on a voluntary basis.

ARTICLE VIII: TEXTBOOKS

A. Selection of Textbooks and Teaching Materials

Textbooks and other teaching materials shall be selected by the faculty member(s) involved in teaching a specific course(s) subject to the approval of the Division Coordinator and Academic Dean.

ARTICLE IX: PROFESSIONAL POSITIONS

A. Vacancies

Notice of administrative, non-teaching, and teaching vacancies shall be circulated to the members of the faculty prior to publication elsewhere. The notice of such vacancies shall include a general job description, including qualifications, duties, responsibilities, and salary.

B. Consultation on Selection of President and Academic Dean

While it is the responsibility of the Board to select the President and the Academic Dean, it is the Board's intent that the faculty be actively involved in the selection process. When a vacancy in either position occurs, the President of the College and the Chairperson of the Board shall select a representative of each Division to participate in the selection process. A minimum of five representatives would be selected by the Chairperson of the Board of Trustees and the President of the College, and at least one of the representatives would be a Non-Teaching Faculty Member.

C. Appointment of Division Coordinators

Appointments shall be made for two academic years with the opportunity to be reappointed for successive two-year terms. When a division coordinatorship is open, the Academic Dean will advise the division of such opening. Each Division member shall be identified as acceptable or not acceptable by his/her peers as a candidate for Division Coordinator. This information shall be forwarded to the President of the College for his consideration prior to the appointment of Division Coordinators. The President of the College shall solicit applications from interested division members. The person appointed to the position by the President will be generally acceptable to the division members, will have the endorsement of the Academic Dean and have a minimum of

one year of service in the Division. No faculty member will be forced to serve as Division Coordinator without his/her consent.

Each Division Coordinator will be issued a separate contract for the position of Division Coordinator. The contract will carry a stipend of $4,000. Increases in the stipends each year are not guaranteed and when given are not tied to negotiated base salary increases. Coordinators, as faculty members, will hold academic rank and be eligible for promotions in rank and continuing appointments. The work year shall be the same as teaching faculty members except Division Coordinators shall be required to work three (3) weeks prior to the start of the Fall semester, two (2) weeks prior to the start of the Spring semester and subsequent to the Spring semester until June 15th. Coordinators will not accrue other vacation days. Personal days will be limited to six (6) per year. A Division Coordinator may be replaced by the College administration for unsatisfactory performance. The subsequent replacement shall be appointed pursuant to the above procedures.

Division Coordiantors will have an annualized teaching load of eighteen to twenty hours. They may accept an overload teaching assignment of one course each semester either in the evening or on Saturday. Summer teaching assignments shall be on a voluntary basis.

There shall be a division coordinator in the following divisions: Humanities, Social Science, Business, and Mathematics/Science/HPE.

Responsibilities:

1. Prepare division teaching assignments and schedules in accordance with the policies and procedures established in the Office of the Academic Dean.
2. Actively work with the Admissions Office to recruit new students for the Division.
3. Represent the division at appropriate meetings and events as requested by the President and the Office of the Academic Dean.
4. Evaluate faculty on a yearly basis and develop and administer individual improvement programs. The College shall provide funding for a minimum of two (2) workshops per year for Division Coordinators for evaluation and/or training.
5. Develop a yearly professional development program for the division.
6. Construct and monitor the divisional budget.
7. Develop and direct ongoing curriculum development and review within the division.
8. Actively solicit student and graduate feedback on the curriculum.
9. Meet with students experiencing concerns or difficulties with division faculty, policies or procedures.

10. Develop and maintain an active advisory committee program within the division.
11. Communicate College policies and procedures to the division faculty and monitor adherence to same.
12. Actively participate in the selection and evaluation of new full-time and adjunct faculty.
13. Direct a program of short and long-range planning within the division that is in concert with College-wide goals and objectives.
14. Evaluate the experience and education of potential adjunct faculty for the teaching of division courses. Assist adjunct faculty with preparation for teaching, including the selection and acquisition of teaching materials.
15. Communicate division concerns to the Academic Dean.
16. Prepare monthly progress reports on division activity.
17. Other related professional duties may be assigned after consultation.

D. Nursing Clinicals

Management agrees to consult with the nursing faculty to attempt to establish a list of available qualified substitutes for clinical nursing.

ARTICLE X: APPOINTMENTS

A. Employment Policy

1. The College will attempt to employ qualified full-time faculty for full-time positions in preference to part-time personnel, where qualified, provided full-time faculty are reasonably available and interested in such employment.

2. Subject to the provisions of this Agreement, the College will attempt to employ its qualified full-time teaching faculty in the continuing education and summer session in preference to part-time personnel where such full-time teaching faculty are reasonably available and interested in such employment.

B. Teaching Faculty Appointments

1. Each of the first five years of service of the teaching faculty member shall be a one-year term appointment for an academic year.

2. After the completion of five term appointments, a teaching faculty member shall be entitled to a continuing appointment, if granted by the Board.

3. By April 1, in the first term appointment, teaching faculty members shall be given notice of whether they will receive a term appointment for the second year. By March 1, in the second and third term appointments, such faculty members shall be given notice of whether they will receive a term appointment for the following year. By January 1, in the fourth and fifth term appointments, teaching faculty members shall be given notice of whether they will receive a term appointment

for the fifth year, or a continuing appointment respectively. A teaching faculty member on a fifth year term appointment who is denied a continuing appointment shall be entitled to a one-year terminal appointment in the sixth year.

4. The decision not to grant a term or continuing appointment shall not be subject to arbitration, except that part-time employees shall not be employed to take the regular load of a former teaching faculty member. However, a teaching faculty member who is denied a term or continuing appointment is entitled, upon request, to discuss the matter with the President, and such faculty member denied a continuing appointment is entitled to make a presentation in person to the Board with respect to such decision.

5. A teaching faculty member who is employed during an academic year shall receive a temporary appointment for the remainder of that year, except that a teaching faculty member who is employed to replace another shall receive a temporary appointment as a replacement.

C. Non-Teaching Faculty

1. Each of the first two consecutive years of service of a non-teaching faculty member shall be a one-year probationary appointment.

2. If reappointed at the expiration of the second probationary year, a non-teaching faculty member shall be

employed for a three-year appointment.

3. If reappointed at the expiration of the three-year appointment, a non-teaching faculty member shall be employed for a five-year term appointment, subject to successive renewals.

4. The decision to grant a probationary, three-year or five-year term appointment shall be the decision of the Board and not subject to arbitration; however, a non-teaching faculty member denied a term appointment is entitled, upon request, to make a personal presentation to the Board with respect to such decision.

5. Notice of reappointment of a probationary appointment shall be given, in writing, by April 1; of a three-year appointment by March 1, and of a five-year appointment by January 1, each immediately preceding the reappointment date. A non-teaching faculty member who is denied renewal of a five-year term agreement shall be entitled to a one-year terminal appointment.

6. In the event that non-teaching faculty members are terminated for other than cause, they shall for a period of two years be afforded the first opportunity for a position in the College for which they are qualified.

D. Acceptance of Appointments

Acceptance of appointments and reappointments shall be made in writing to the President within twenty (20) calendar days after receipt of notification. Failure to do so, or

failure to return a signed contract when such is required, may be interpreted as a resignation.

E. Temporary Appointment

1. A temporary employee is an employee hired pursuant to a grant or filling a vacancy of an encumbered position. Temporary employees may be terminated without cause and without reference to retrenchment procedure.

2. Time spent in a "temporary full-time position" shall be considered as part of the probationary period if the faculty member is hired on a subsequent non-temporary, full-time position without a break in service. The maximum temporary time shall be two (2) years to be considered as probationary period, regardless of length of temporary status. Teaching faculty and N.T.F.'s on a ten-month contract, hired prior to November 1, shall be credited with a full year of service at the end of the academic year. Non-teaching faculty on a 12-month contract shall be credited with a full year of service at the end of that period.

ARTICLE XI: SALARIES

A. Minimum Salaries

The minimum salaries of faculty members shall be:

(1) Teaching Faculty

Instructor	$ 12,800
Assistant Professor	$ 14,000
Associate Professor	$ 15,500
Professor	$ 18,000

(2) Non-Teaching Faculty $ 11,000 (12 months)

(3) Anyone below these minimums will automatically be brought to these minimums. Negotiated increases under Section C of this article are in addition to placement at minimums.

B. Salary Installments

The annual salary of members of the faculty shall be paid either on (a) a 10-month (21 equal payments) election; or (b) a 12-month (26 equal payments) election; or (c) 26 plus installments election, upon written notice to the Business Office on or before the first Friday of each academic year.

C. Salary Assignments

1. Effective September 1, 1986:

The base salary of returning faculty members covered hereunder shall be increased by 6% of their regular full-time base salary of 1985-1986.

2. Effective September 1, 1987:

The base salary of each returning employee covered hereunder shall be increased by 8% of the regular full-time base salary of 1986-87.

D. Promotional Salary Adjustments

1. Upon promotion in rank for teaching faculty, members shall receive the minimum salary of the new rank or the following additional salary adjustments, whichever is greater, plus the percent salary increase stated above calculated on the new base salary.

2. Schedule

From	To	
Instructor	Assistant Professor	$400
Assistant Professor	Associate Professor	$500
Associate Professor	Professor	$600

3. Notice of promotion to be effective at the beginning of the academic year shall be made by the preceding June 1st.

E. Non-Teaching Faculty Adjustment

The adjustment below will be added to the previous year's base salary for N.T.F.'s prior to the computation and addition of the percentage increase to their base salary.

1986-87 1st year -- $200.00

1987-88 2nd year -- $200.00

ARTICLE XII: FACULTY EVALUATION PROCEDURES

A. Primary Purpose

The primary purpose of the evaluation procedure is the improvement of the instruction and services.

B. Criteria

A week prior to the last meeting of the Faculty Council

in the Spring semester, the Chairperson of the Faculty Council will present a written statement to each member of the Council of all criteria which will be used in the evaluation of members for the purposes of retention and/or promotion, and in what way each major criterion will be used in forming a positive or negative evaluation. On majority vote concerning any one of these criteria with which faculty disagrees, a recommendation may be made at this last Faculty Council meeting to amend or delete that particular criterion. Any revisions in the criteria made in accordance with Faculty Council recommendations will be presented to the President at the next Faculty Council meeting. The Chairperson of the Faculty Council shall appoint the chief evaluator if it is to be a person other than that Faculty Council Chairperson.

C. Procedure

1. A Self-Evaluation Statement will be submitted to the immediate supervisor. The Self-Evaluation Statement should be a brief, concise statement of individual goals and objectives and should be related to the evaluation criteria. An initial evaluation conference with the immediate supervisor will be held in the Fall for all faculty to review the Self-Evaluation Statement.
2. By June 1, each faculty member should submit to their immediate supervisor a list of the tentative procedures

he/she intends to use the subsequent year. The list should be attached to the Self-Evaluation Statement. The immediate supervisor shall review the Self-Evaluation procedures; the immediate supervisor shall make a written report to the faculty member setting forth the goals and objectives, as well as procedures to accomplish them.

3. A final evaluation conference for all faculty will be held in the Spring semester with the immediate supervisor. At this time, the goals and objectives shall be reviewed to determine the level of achievement in attaining them. This meeting should culminate in a written statement regarding the major points of discussion; such statement must be signed by both parties. A signed copy of this statement will be retained by the faculty member. If the faculty member disagrees, a written rebuttal may be filed with the appropriate Dean within seven (7) calendar days.

ARTICLE XIII: TERMINATION AND RETRENCHMENT

A. Termination for Cause

The services of a faculty member may be terminated for just cause by written notice from the President after determination by the Board of Trustees.

B. Retrenchment

Any reduction in force affecting a teaching faculty

member on continuing appointment, or an N.T.F. with five (5) or more years of seniority, shall be effective only at the end of an academic year and shall be made in accordance with departmental seniority and qualifications. Notice of such reduction in force shall be given to the faculty member affected and to the Association by October 1, preceding the effective date. Upon request, the College shall consult with the Association with respect to such reduction in force, and the possibility of alternative courses of action (e.g. bumping to another department, filling a vacancy in another department, elimination of certain part-time personnel, etc.). The departments shall be as follows:

Teaching Faculty:

(1) Humanities; (2) Fine Arts; (3) Social Science, (4) Criminal Justice; (5) Community Service Assistant; (6) Business; (7) Mathematics; (8) Science; (9) HPE; and (10) Nursing, (11) Medical Laboratory Technology; and (12) Secretarial Science.

Non-Teaching Faculty Areas:

(1) Student Personnel Services; (2) Continuing Education; (3) Library and Audio Visual Services; (4) Inmate Higher Education.

Departmental seniority shall be determined by the date of initial appointment as a full-time teaching faculty member

for teaching faculty members; and initial date of appointment as a full-time, non-teaching faculty member for non-teaching faculty members.

If the above procedure produces a tie, the following procedures shall be applied in the following order:

1. Number of other departments in which the faculty member has at least two (2) or more years of experience.
2. Number of full-time years in the department.
3. Date of original application.

ARTICLE XIV: LEAVES

A. Sick Leave

1. Unit members shall accrue sick leave credits at a rate of 1 3/4 days per month during each month, or major fraction thereof of their service. Such credits shall accrue to a maximum of 155 work days for teaching faculty, and 200 work days for non-teaching faculty.
2. First year unit members with accrued sick leave at the end of the year will be reimbursed for pay lost due to sickness to the extent of such accrual.
3. Unit members on sick leave shall not be required to contribute toward the salary of substitutes.
4. Upon retirement, full-time faculty members shall receive a cash payment for unused sick days up to a maximum of 180 sick days as specified in this contract

equal to fifteen percent (15%) of their average per diem salary for the last five (5) years. A full year shall be equal to 213 work days for teaching faculty and non-teaching faculty (10 or 12 months). (The work year as defined here applies only to this provision of the Agreement.)

B. Personal Leave

1. Teaching faculty members shall be entitled to five (5) work days personal leave with pay during each academic year.
2. Non-teaching faculty members shall be entitled to seven (7) work days personal leave with pay during each N.T.F. year.
3. Except in case of emergencies, members shall make provisions for the coverage of his/her position, and give advanced notification to the appropriate Division Coordinator or Dean.
4. Each faculty member must give four (4) calendar days' prior written notice, except in cases of emergency.
5. Personal leave may not be used to extend a vacation, holiday or school recess, except in cases of emergency.
6. Unused personal days shall be converted to sick leave.

C. Vacation Leave for N.T.F.

Members of the Non-Teaching Faculty holding a 12-month contract shall accrue vacation leave at the rate of 1 3/4 days per month, to a maximum of twenty-one (21) work days

during each year of their service within the College. These persons may also be granted additional vacation leave for such academic holidays as the President specifies. All vacation requests shall be submitted to the appropriate Dean and prior to taking such vacation, requests must be approved by the President.

D. Leave of Absence Without Pay

Upon recommendation of the President and with the consent of the Board, a faculty member who does not qualify for another type of leave authorized by this Agreement, may be granted a leave of absence without pay for up to one year for special reasons acceptable to the Board. Upon completion of the leave, the faculty member shall return at a salary level no less than that which would have been received during the year of absence.

E. Maternity Leave

Upon request of female faculty members, leave without pay for maternity purposes shall be granted by the President for a period of up to one year. At the request of a person on maternity leave, and after receiving the recommendation of the President, the Board may grant further extension of such a leave of absence. During any such maternity leave, the employee may utilize accumulated sick leave.

F. Sabbatical Leave

Commencing with the 1984-85 academic year, the College must budget at least two (2) sabbatical leaves. The granting or

denial of any sabbatical leave is at the sole discretion of the Board of Trustees. The Board of Trustees may or may not grant additional sabbaticals.

1. Purpose

   Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other experience of professional value.

2. Applications

   Applications for sabbatical leave shall be submitted to the President as far in advance as possible of the requested effective date of the leave, but in no event later than six months in advance of the academic year in which the leave is to occur, unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income, stating the applicant intends to continue as a faculty member for at least one year of service upon return from the sabbatical. The faculty member will submit to the President a report of accomplishments while on sabbatical leave.

3. Approval

   The Board may grant such sabbatical leave as it deems appropriate, upon the recommendation of the President.

4. Substitutes

   Faculty members on sabbatical leave shall not be required

or permitted to contribute toward the salary of substitutes, if any, during their absence.

5. Eligibility

Sabbatical leaves may be granted faculty members who have completed at least six years of full-time service within the College. Faculty members who previously have had a sabbatical leave and have completed at least six years of full-time service since eligibility for the initial sabbatical leave was established shall be eligible for sabbatical leave. In computing years of full-time service for the purpose of sabbatical leave, periods of sick leave with salary and periods of temporary full-time service, shall be included; periods of leaves of absences and periods of part-time service shall not be included.

6. Terms and Conditons

Sabbatical leaves may be granted for a period of two semesters at rates not to exceed one-half salary or for one semester at rates not to exceed full salary. Faculty members on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves.

G. Professional Released Time

Unit members shall be afforded the opportunity to apply to the Academic Dean or the Dean of Student Personnel Services for released time to pursue professional develop-

ment which shall be limited to attendance at workshops, seminars, lectures, or credit courses directly related to the person's job duties. Such released time for credit courses shall not exceed five (5) working days per year.

ARTICLE XV: INSURANCE AND RETIREMENT

A. Insurance

1. The College agrees to continue its participation in the New York State Health Insurance program, or any other similar program to the extent presently in effect, and to continue to pay the entire amount of premium for both individual employee coverage and family or dependent coverage.

2. Liability Insurance—the College will provide an insurance policy with a minimum of $300,000/$500,000 liability insurance for each faculty member while performing duties on or off campus. Notice of potential claims shall be given promptly to the College.

B. Retirement

The College agrees to continue its present practice of participation in the New York State or similar retirement system on a non-contributory basis and as permitted by law.

C. Prescription Insurance

The College will provide a Prescription Insurance Plan

for all professional employees when the County Legislators grant this benefit to County employees.

D. Dental Insurance

If the County Legislature grants a dental plan to the County employees, the issue of dental insurance shall be the subject of negotiations between the parties.

E. Malpractice Insurance

The College agrees to pay for Malpractice Insurance for Nursing and MLT Staff employees.

ARTICLE XVI: FACILITIES

A. Teaching Faculty Offices

1. Assignment and reassignment of the faculty offices shall be the responsibility of the Academic Dean in consultation with the Division Coordinators.
2. All requests for changes in office assignments for the ensuing academic year shall be made in writing to the Academic Dean through the Division Coordinators.
3. Each faculty member will be provided office space with adequate furnishings and equipment to meet his/her needs.
4. A telephone operating through the central switchboard of the College shall be provided in each office.
5. The number of faculty assigned to an office shall depend on the number of faculty employed and the number of offices available. The Academic Dean will,

insofar as the facilities will permit, attempt to assign comfortable and convenient office space to each faculty member.

B. Secretarial Assistance

Faculty Secretary is assigned to assist the teaching faculty complete work necessary for the fulfillment of duties and responsibilities. Faculty members will plan their requests of the Faculty Secretary far enough in advance so that the work may be scheduled efficiently. The Faculty Secretary will not be permitted to do work of a personal nature for faculty members.

C. Keys and Security

1. Faculty members, upon request to the Business Office, shall be issued and charged out with keys to their offices, labs, or other special rooms requiring locking, desks and files. Keys are not to be duplicated or transferred to other staff members. For security reasons, any loss of keys shall be reported immediately to the Business Office. Keys shall be returned to the Business Office at any time they are no longer needed, and at the termination of employment.
2. Whenever possible, all faculty members will assist in the enforcement of campus regulations and take reasonable steps to maintain the security of supplies, equipment, and rooms assigned for their use.

ARTICLE XVII: FACULTY ASSOCIATION BUSINESS

A. Transaction of Association Business

1. The Association and its representatives shall have the privilege of using College facilities for its meeting, with the consent of the appropriate administrator, provided a written request is submitted to the College at least twenty-four (24) hours in advance of the meeting time, or on the Friday preceding the meeting date.

2. The Association must request and receive prior approval from the appropriate College Administrator for any and all non-members of the College Community invited as guests to on-campus meetings, except representatives fulfilling Taylor Law responsibilities.

B. Bulletin Boards and Mail Boxes

The Association may post notice of its activities and matters of concern to the members of the Association on the bulletin board provided. The Association may use the faculty mail boxes for communications to any or all members of the Faculty.

C. The Association shall have the privilege of using, on campus and with proper authorization, College equipment including typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is available. The Association will reimburse the College for all expendable College supplies which it uses.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

A. Board Meetings

Upon preparation, one (1) copy of the official minutes of each meeting of the Board of Trustees will be given to the Association.

B. Use of Personal Vehicle

When it is necessary for the faculty member to use private transportation to attend an approved function, the employee shall receive twenty-two (22) cents per mile for the round trip distance, calculated via the most direct route to the destination, plus the distance necessarily accumulated while attending the event. Distances shall be calculated from the campus, unless the faculty member leaves from home, when the shorter of the two (2) distances shall be used. The faculty member shall also be reimbursed for road and bridge tolls paid along the route. Should Clinton County increase its rate above twenty-two (22) cents, such rate will be applied to the College. Faculty members shall file requests for mileage monthly, but reimbursement shall be at the end of each semester, unless other arrangements are made in writing prior to the event.

C. Field Trips

Faculty members shall be reimbursed for mileage expense for the use of their own personal vehicles as provided herein, for authorized field trips in connection with and appropriate to their assigned classes. In determining the

educational soundness and practicality of such field trips, prior written approval shall be obtained from the appropriate Division Coordinator and the Dean. The faculty member's car shall be used only when the College vehicle is not available. The reimbursement which the faculty member receives shall be made in accordance with the regular travel allowance for actual miles traveled.

D. Tuition Free Study

Faculty members may be permitted to take courses for credit, non-credit or audit for any course offered by the College on a seats-available basis, tuition free. Faculty members may take up to (4) credits per semester.

E. Personnel File

1. The President or his designee shall keep a personnel file on each faculty member.
2. Faculty members shall have the right to examine the contents of their personnel file (except pre-employment applications and letters of reference) upon filing a written request for review to the President to examine the file. Access to the official file shall occur no later than the third working day after the receipt of the request.
3. The College shall furnish copies of any materials in the file requested by the faculty member or his/her representative at 10 cents per page.

4. When material which is negative to the faculty member is placed in a faculty member's official file, notification must be made to that faculty member within five (5) working days.

5. Faculty members have the right to make a written response to any information in their personnel file, and said response shall be placed in the faculty member's personnel file.

F. Class Size Committee

A Faculty-Administration Committee shall be established to discuss class size in English skills, remedial classes and laboratories.

G. Committee on Improved College Relations

a. The Committee shall be composed of four (4) members; the President of the College and his/her designee and the President of the Association and his/her designee.

b. The Committee shall meet at least once per month prior to the Board of Trustee meetings that month.

c. The Committee shall meet at times and places mutually agreed upon by the President of the College and the President of the Association.

d. The Committee shall be listed on the regular meeting agenda of the Board of Trustees. The President of the College and the President of the Association shall

together prepare the written monthly report to the Board of Trustees.

e. The President of the Association may speak to the Chairperson of the Board of Trustees in matters that the parties cannot resolve within the Committee.

ARTICLE XIX: TERM AND NEGOTIATING PROCEDURES

A. Term

This Agreement shall be from September 1, 1986 through August 31, 1988.

B. Negotiating Procedures

1. Upon written request by either party, negotiations for subsequent agreements shall commence no later than January 15 of the last year of this agreement, unless a later date is established by mutual agreement.
2. Neither of the parties in the negotiations shall have any control over the selection of the representatives of the other party. While no formal agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals and make compromise in the course of negotiations.
3. Copies of this Agreement, when completely ratified and executed shall be made available by the College to each faculty member.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

Clinton Community College

by: Nina D. Coleidge
Chairman, Board of Trustees

Dr. L. Fennell
President

Date: 10/21/86

Clinton Community College
Faculty Association

by: Patricia A. Mack
President

10/21/86

APPENDIX A

Definitions

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. "Academic Year": September 1 - June 30, includes two semesters (fall and spring), beginning with the first day of Faculty Meeting in September and running through Commencement.
2. "N.T.F. Year": Twelve-month contract (September 1 - August 31)
   Ten-month contract (to be assigned within fiscal year).
3. "N.T.F.": A full-time member of the bargaining unit whose work responsibility is primarily non-instructional.
4. "Board": The Board of Trustees of Clinton Community College
5. "College": Clinton Community College
6. "Dean": The Academic Dean of Clinton Community College
7. "Faculty" and/or "Faculty Member": Members of the bargaining unit inclusive.
8. "Faculty Council": As defined in Article II of the Faculty Council by-laws, as revised.
9. "Teaching Faculty Member": A full-time faculty member in the unit covered by this Agreement, employed by the College in one of the four faculty ranks on either a term contract or a continuing contract, whose work responsibility is instruction or services related directly thereto.
10. "Policies": The Clinton Community College policies, as revised.

11. "President": The President of Clinton Community College.

12. A "grievance" is any alleged violation of this Agreement, or any dispute with respect to its meaning or application.

13. An "aggrieved party" is the faculty member or group of faculty members who submit a grievance, or on whose behalf it is submitted, or the Association.

14. "MLT": Medical Laboratory Technician.

APPENDIX B

Grievance Procedure

Section 1 - Purpose

It is the policy of the College and the Association that all grievances be resolved informally or at the earliest state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

Section 2 - Submission of Grievances

A. Before submission of a written grievance, the aggrieved party may attempt to resolve it informally. The Association may be a party to the settlement of any grievance or, if not a party, shall receive a copy of the terms of any settlement within ten (10) days thereof.

B. Each grievance shall be submitted in writing on a form approved by the College and the Association, and shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) working days after the date the aggrieved party knew or should have reasonably known of the events or conditons on which it is based.

D. A faculty member or group of faculty members may submit grievances which affect them personally and shall submit such grievances to the appropriate Dean with a copy to the Association.

E. The aggrieved party shall be entitled to representation by the Association throughout the grievance procedure.

Section 3 - Grievance Procedure

A. The appropriate Dean shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the appropriate Dean, or if no response is received within two (2) calendar weeks after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President of the College.

B. The President or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two (2) calendar weeks after it is received by him.

C. In the event the Association is not satisfied with the position of the President with respect to a grievance, it may, within fifteen (15) working days after receiving the statement, refer the grievance to arbitration by written submission to the American Arbitration Association, with a copy to the President. The parties will thereupon be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.

Section 4 - Arbitration

A. The arbitrator's decision will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted.

B. The arbitrator will be without power to alter, add to or detract from the provisions hereof, or make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

APPENDIX C

1. Assistant in Continuing Education
2. Assistant Librarian
3. College Nurse
4. College Registrar
5. Director of Admissions
6. Director of Counseling
7. Director of R.S.V.P.
8. I.H.E.P. Counselor
9. CEP Coordinator
10. Continuing Education Counselor
11. Student Personnel Counselor
12. Technician in Financial Aid
13. Career Development and Placement Officer

APPENDIX D

Athletic Director	7.5	credits per semester
	15	credits per year
Intramural Coordinator	3	credits per semester
	6	credits per year
Men's Soccer	3	credits
Women's (Volleyball) Soccer	3	credits per semester
	6	credits per year
Men's Basketball	3	credits per semester
	6	credits per year
Women's Softball	3	credits
Ice Hockey	3	credits per semester
	6	credits per year
Women's Basketball	3	credits per semester
	6	credits per year

APPENDIX E

CLINTON COMMUNITY COLLEGE
Outside Employment Form

1. Name of Employer: _____

2. Address of Employer: (where you will be assigned) _____

_____

Note: Please submit this form each semester. Changes in employment or additional employment shall be reported to the President's Office within seven (7) calendar days.

_____
Signature

Sept. 1986

1986-1990

AGREEMENT

THE COUNTY OF COLUMBIA, THE COUNTY OF GREENE and THE BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE,

College,

and

THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, NATIONAL EDUCATION ASSOCIATION/ NEW YORK,

Association.

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AGREEMENT, made as of the 1st day of September, 1986 by and between

THE COUNTY OF COLUMBIA and THE COUNTY OF GREENE (hereinafter collectively "Counties"); THE BOARD OF TRUSTEES OF COLUMBIA-GREENE COMMUNITY COLLEGE (hereinafter the "Board", the "Counties", and the "Board", hereinafter collectively the "College"),

and

THE COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOCIATION, NATIONAL EDUCATION ASSOCIATION/NEW YORK (hereinafter the "Association").

PREAMBLE

In order to effectuate the public policy of the state as expressed in the Public Employees Fair Employment Act (Taylor Law) and to encourage and promote harmonious and cooperative relationships between the Board, the Counties, and the Association; and

Whereas it is the intent and purpose of the parties hereto set forth herein the agreements covering the compensation and other terms and conditions of employment to be observed between the parties hereto,

Now, therefore, it is mutually agreed to as follows:

ARTICLE I - DEFINITIONS

A. "Association" shall mean the Columbia-Greene Community College Faculty Association, affiliated with the National Education Association/NY (NEA/NY).

B. "College" shall mean the Columbia-Greene Community College.

C. "Board" shall mean the Board of Trustees of

Columbia-Greene Community College.

D. "Counties" shall be defined as the Counties of Columbia and Greene.

E. "Legislature" shall mean the Columbia County Board of Supervisors and the Greene County Legislature.

F. "Instructional" faculty shall be defined as those full-time staff members whose primary responsibility is instruction and holding the academic ranks of Professor, Associate Professor, Assistant Professor and Instructor.

G. "Non-Instructional" faculty shall be defined as those full-time staff members holding the job titles of Librarian, Counselor, and such other titles as are mutually agreed upon and holding the academic rank of Professor, Associate Professor, Assistant Professor and Instructor.

H. "Bargaining Unit" is defined as all full-time instructional and non-instructional faculty employed by the College as defined in "F" and "G" above.

I. "Academic Rank" is defined as the status and title of Instructor, Assistant Professor, Associate Professor and Professor as indicated in items F and G above.

J. "Tenure" shall be defined as a full-time appointment by the Board for a continuing period which, once granted, shall not be affected by changes in rank and shall continue unless and until terminated pursuant to this Agreement.

K. "Days" shall mean "working days" unless otherwise specified.

L. "Contractual Committees" shall apply only to the Committee on Faculty Status, Committee for Evaluation of Administrative Candidates and the Faculty Council. The derivation, charge, and composition of these three groups will not be changed prior to the expiration of this contract and each contractual committee shall retain those functions and duties which are specifically detailed elsewhere in this Agreement.

M. "Division Chairperson" shall apply to an instructional faculty member appointed chairperson of one of the College's divisions. A division shall usually consist of not fewer than six full-time faculty members and will usually be an instructional unit of the College.

N. "Department Chairperson" shall apply to a faculty member appointed chairperson of one of the College's departments. A department shall usually consist of not more than five full-time faculty members.

O. "Contract Hour" shall be defined as one credit hour of lecture or recitation instruction, one and one-half (1-1/2) hours of laboratory instruction, or one and one-half (1-1/2) hours of clinical or classroom laboratory instruction in the Nursing Program.

P. "Contact Hour" shall be defined as one hour of contact with students in a classroom or laboratory situation.

Q. "Probationary Appointments" are defined as those full-

time individuals who do not hold tenure; are appointed for a specific period as defined in their appointment letter and do not exercise the privileges of a tenured faculty member as to renewal of contract.

R. "Dean" unless otherwise identified, refers to the title "Dean of Instructional Affairs".

ARTICLE II - RECOGNITION

Pursuant to the Public Employees Fair Employment Act, Article 14, of the New York State Civil Service law, the Board and the Counties hereby recognize the Association to be the sole and exclusive bargaining agent and representative for the bargaining unit consisting of full-time instructional and non-instructional staff as defined in Article I of this Agreement. Such unchallenged recognition shall extend for the maximum period permitted under law.

ARTICLE III - ACADEMIC FREEDOM

The concept of academic freedom shall be fostered at Columbia-Greene Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

> "It is the policy of the University to maintain and encourage full freedom, within the law of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member he has the same freedom as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman."

ARTICLE IV - NON-DISCRIMINATORY PRACTICES

A. Non-Discriminatory Practices in Employment.

The Counties and the Board agree that neither they nor any of their administrative agents discriminate against any bargaining unit member by reason of race, creed, color, national origin, sex, marital status, political activities, handicap, or membership or participation in the activities of the Association.

B. Non-Discrimination Practices in Unit Members.

The Association agrees that it shall admit all bargaining unit members to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, handicap, or prior membership or past participation in the activities of any employee organization. (Membership in the Association shall not be required as a condition of employment of any bargaining unit member with the College.)

ARTICLE V - MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the Board and Counties hereby retain and reserve unto themselves all rights, powers, authorities, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel systems of the

College, including but not limited to, the recruitment, selection, appointment, assignment, discipline, suspension demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration and the Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement.

ARTICLE VI - EMPLOYEE ORGANIZATION RIGHTS

A. Use of College Facilities.

The Association may use College Facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. Such requests shall be made upon appropriate request forms and in accordance with the procedures described thereon.

B. Access to Information.

The Board shall, as required by law, make available to the Association such information as it has that is peculiarly available to it and necessary in order for the Association to represent the employees in negotiations and in the processing of grievances.

C. Association/Management Meetings.

The President, or his designee, shall meet at mutually convenient times with the President of the Association for the purpose of discussing matters relating to the administration of this agreement. Requests for such meetings shall ordinarily be made at least one week in advance and shall provide notice of the subjects desired to be pursued at that meeting.

D. Payroll Deductions for Association Dues.

The Board will accord the Association membership dues deduction in accordance with the law. Authorization, once filed with Chief Fiscal Officer shall continue in effect until revoked by the bargaining unit member on a form provided by the Association and filed with the Chief Fiscal Officer. A revocation filed on or before August 15 shall become effective as of the first pay check in September; revocations received after August 15 will become effective September 1 of the succeeding College year. The Association shall, at least sixty days prior to the beginning of each College year, give written notification to the Chief Fiscal Officer's office of the amount of its dues which are to be deducted in that college year under such authorization. The amounts of the deductions for those dues shall not be subject to change more than once during the College year. Request for said change shall be made in writing by the Treasurer of the Association no less than sixty days prior to January 1, April 1, July 1 or October 1.

Upon attainment of membership equal to seventy-five percent (75%) of the employees eligible for membership and for such period as the Association maintains said percentage membership, the College agrees to deduct an agency shop fee from employees who are not members of the association equal to the association dues and to remit the same to the association pursuant to the Agency Shop Legislation enacted by the Legislature of the State of New York. Determination of membership shall be as of October 15 of each year.

ARTICLE VII - NO STRIKE

The Association shall not engage in a strike, or cause, instigate, encourage or condone a strike. In the event of an unauthorized strike, the Association shall publicly acknowledge its liabilities as set forth herein, and further, issue a genuine appeal to all persons within its bargaining unit urging a return to work. It shall also urge non-participating members of the bargaining unit to continue working in their customary manner.

ARTICLE VIII - CALENDAR

A. College/Academic Year

Each College year shall begin on September 1 and end on August 31.

The academic year shall begin on the third Thursday of August and extend to the first Friday following the first Monday of June. For instructional faculty, mini-terms and summer sessions will not be construed as part of the academic year.

B. Calendar

The President of the Association, or his/her representative, shall serve on any committee charged with making recommendations to the College President concerning the College calendar.

ARTICLE IX - GOVERNANCE

A. Committees.

The faculty, through the committee structure within the College and the Faculty Council, shall participate in the formulation and implementation of academic and faculty personnel policies.

1. Derivation of Committees.

All committees, with the exception of contractual committees, will be appointed by and serve at the pleasure of the President of the College after consultation with the Faculty Council. The President and the Dean shall, at their option, serve as non-voting ex officio members of all non-contractual committees.

2. Committee Reports.

Unless otherwise stated, all faculty committees shall report to the President via the Faculty Council. It is the duty of each committee chairperson to report minority as well as majority committee recommendations.

B. Faculty Council.

1. Purpose: To improve communications between the faculty and the administrative officers, and to provide a

general forum for faculty involvement in policy formulations and implementation.

2. Charge: The Faculty Council shall review and make recommendations to the President upon such areas as curricular structure, admissions, academic standards, faculty social activities, library programs, and other matters of common interest which are not excluded by law or prior agreement.

3. Composition: Five faculty members elected by the Faculty; in addition the Dean and Dean of Student Services, shall serve in ex-officio non-voting capacities.

4. Operation:

a. The Council shall elect a Chairperson, Vice-Chairperson, and a Secretary.

b. It shall be the duty of the Chairperson to preside at meetings and to report Faculty Council actions and recommendations to the College President.

c. It shall be the duty of the Vice-Chairperson to preside and to report Faculty Council actions and recommendations to the President in the Chairperson's absence.

d. All reports of Faculty Council actions and recommendations will be made in writing within five (5) working days of said action or the formulation of said recommendation.

e. It shall be the duty of the Secretary to take minutes of each meeting and to prepare and circulate one copy of these minutes, after their approval by Faculty

Council vote, to each member of the professional staff of the College.

f. Recommendations of the Faculty Council will be formulated after deliberation and discussion and based upon a majority vote. No such vote may be called unless at least four voting members of the Faculty Council are present.

g. Requests for Faculty Council action or recommendations will be made in writing no less than three working days before scheduled meetings.

h. The President will respond in writing within ten working days after receiving said recommendation.

C. Committee on Faculty Status.

1. Purpose: This committee will be responsible for reviewing relevant data from the Tenure Review Committees and other appropriate individuals, and for making recommendations to the President concerning the awarding of tenure, sabbatical leave, and promotion.

2. Charge: Prior to January 15, the Committee will:

a. review the record of all faculty members recommended by Tenure Review Committees and make suitable recommendations in order of priority to the President;

b. review the application of those faculty members who have applied for a promotion and make suitable recommendations to the President; such recommendations shall be made in an order of priority to be determined by the Committee.

c. review the application of those faculty members who have applied for sabbatical leave and make suitable recommendations to the President.

d. review the personnel files with written authorization from the promotion/tenure candidates.

e. Composition: the committee shall consist of the following members:

i. the Dean in a non-voting ex officio capacity;

ii. five (5) members of the faculty elected by the full-time faculty at large during the first month of the fall semester.

f. Procedure: No individual member of the faculty seeking action by the Faculty Status Committee shall be eligible to serve on the Committee during the year he/she seeks action.

g. Action: The Chairperson of this Committee, or his/her representatives, shall make a formal presentation of the Faculty Status Committee's report to the President of the College who in turn shall present such report to the Board of Trustees. The Faculty Status Committee shall receive a complete listing of the Board's actions relative to its report no later than one week following the March Board meeting.

D. Committee for Evaluation of Administrative Candidates

1. The President of the Association shall be notified when a vacancy occurs in any of the following positions:

President, Dean, and Chief Fiscal Officer. The President of the Association shall appoint three (3) members of the faculty who, with the Division/Department Chairpersons, will constitute the above-named committee charged with evaluating final candidates for such vacancies. These appointments will be made within three weeks of the receipt of notice.

2. Credentials of final candidates will be made available to this Committee and each of the final candidates will meet with the Committee.

3. The Chairperson of the Committee will then meet with the Board or President (as appropriate) to present the Committee's evaluation of each candidate. In addition, the Committee shall submit to the Board (or President) as soon as possible, a written assessment of each of the final candidates. It is understood that this process is purely advisory, and that the final selection of the successful candidate is solely the province of the President or the Board.

E. Division/Department Chairperson

1. Division and Department Chairpersons will be selected from the faculty by the President upon the recommendation of the Dean. Division and Department Chairpersons will be selected from individuals currently appointed or eligible for full-time appointment to the College faculty.

2. Division and Department Chairperson candidates shall be recommended by a Review Committee of Division/Department members appointed by the Division/Department.

The Dean shall serve in an ex officio non-voting capacity on the Review Committee.

3. After establishing a pool of eligible individuals by advertising and/or other appropriate action, the Review Committee shall confer with and recommend to the Dean two or three individuals whom they consider eligible to serve as Division or Department Chairpersons.

4. The Dean will recommend to the President his choice of Division or Department Chairperson from the list supplied by the Review Committee. If no candidate receives the Dean's recommendation, the search process is repeated. If, after a second list is submitted, no individual receives the Dean's recommendation, the Committee, Dean and President will meet to discuss the problem, with the President rendering a decision as to selection or renewal of search.

5. The President will appoint a Division or Department Chairperson from the candidates recommended.

6. The Division or Department Chairperson so selected will serve at the Dean's pleasure.

7. Service shall be for the academic year consistent with other instructional and/or non-instructional faculty member assignments. Special summer or between-semester meetings shall be required as assigned by the Dean. These shall be established whenever possible at mutually agreeable times. Exceptions may be mutually agreed upon.

8. The Division Chairperson shall receive twelve (12) hours annual release time. Department chairpersons shall receive six (6) hours annual release time.

9. Division/Department Chairpersons shall receive an annual stipend of $125 per full-time employee (faculty and/or classified staff) and, in addition to the foregoing, Division/Department Chairpersons shall receive a semester stipend (fall and spring) of $65. on the basis of five part-time employees equaling one full-time equivalent (not pro rated) assigned to the Division/Department.

10. Division/Department Chairpersons shall be evaluated annually by April 1 of each academic year.

a. A committee of three Division/Department representatives chosen by the Division or Department shall meet and discuss with the Department or Division Chairperson the Chairperson's job description and performance during the previous academic year.

b. After discussion, a written report will be sent to the Dean with a copy to the Chairperson.

c. Comments may be submitted by the Chairperson to be attached to the evaluation.

11. By May 1 of each year, the Dean will prepare a written evaluation of the Chairperson based on his/her own and the faculty evaluations and comments and forward same to the Division/Department Chairperson.

12. After review, the Division/Department Chairperson will meet and discuss the evaluation with the Dean. The evaluation and any additional comments will be signed by both parties and placed in the Division/Department Chairperson's personnel file.

13. Job description of Division/Department Chairpersons:

General: The Division/Department Chairperson reports to the Dean and is responsible to the Dean for the budgeting, personnel, curricula, and day-to-day management of the Division/Department.

Specific: The Division/Department Chairperson is responsible for:

a. evaluating and planning curriculum development activities;

b. assisting faculty with professional development projects;

c. recommending full and part-time faculty appointments to the Dean;

d. evaluation of faculty and staff assigned to the Division/Department;

e. scheduling Division/Department programs under the direction of the Dean;

f. planning the projected budget of the Division/Department, including travel, supplies and personnel, and recommending same to the Dean;

g. monitoring the expenditure of the Division/

Department budget, including operational approval of expenditures;

h. serving as a representative of the Division/Department on various College committees;

i. other duties as assigned by the Dean.

ARTICLE X - WORK LOAD

A. Instructional/Faculty Loading

1. Instructional faculty members shall be required to teach, as a part of their teaching load in each academic year, courses or sections thereof which total no more than 30 contract hours. However, the College may assign a 31st and 32nd contract hour on an overload basis.

2. It is recognized that the institution is committed to maintaining a class size in English 101, 102 and 105 of not more than an average of 20 students per class as calculated on the census date. In no case shall the class size exceed 25 students per class as calculated on the census date.

3. The teaching load for Physical Education faculty members will be consistent with the definition of a Contract Hour in Article I(o)for lecture classes. Effective September 1, 1986 Physical Education faculty load will consist of no more than 36 contact hours for an academic year with 2.5 contract hours assigned for each 3-hour physical education activity class.

B. Student Contact Hour

1. The maximum student load for an individual full-

time member of the teaching faculty shall be considered to be 840 student contact hour (SCH) per academic year.Student contact hours will be calculated as of the census date in the following way:

a. Lecture and recitation meetings:

SCH = number of students X number of contact hours

b. Laboratory classes:

SCH = number of students X number of contact hours X 2/3

2. Student Contact Hours (Minimum)

The minimum load for an individual full-time member of the teaching faculty shall be considered to be 450 SCH per academic year using the formula specified in Section B(i)(a) and (b) above.

3. Below Minimum Contact Hours

Faculty members who fall below the SCH minimum will be assigned by the Dean to one of the following:

a. teach additional sections during the academic year to generate the necessary SCHs;

b. other professional activities;

c. a reduced load assignment and a proportional salary reduction to offset the lower enrollment figures. Example:

$$\frac{425 \text{ SCHs}}{450 \text{ SCHs}} = 94.44\% \text{ annual salary}$$

4. Exceptions to Minimum Contact Hour Requirements

Exceptions to the SCH minimum specified in these sections may be granted by the President for faculty involved in Developing Programs. Developing Programs are defined as:

a. those programs recommended by the Dean and approved by the President as being necessary to the maintenance of a comprehensive College Program;

b. those programs or courses recently developed by the College which have not as yet met their full enrollment potential;

c. programs in this category shall be considered Developing Programs for two years at the end of which an evaluation will be made as to the feasibility of continuing said curriculum;

d. faculty members assigned to programs that are phased out under this section shall be subject to Reduction in Force procedures outlined elsewhere in this contract.

5. Full-time faculty members who have approved reduced loads shall have their student load requirements adjusted proportionately.

C. Class Preparation

The normal amount of preparation per semester for a member of the instructional staff shall be considered to be three (3) preparations. The College reserves the right to require certain faculty members to teach four (4) preparations in any given semester if it is in the best interest of

the College and the student body. Faculty members may request to teach five (5) preparations if they so indicate this in writing to the Dean. An attempt will be made to assign no more than four (4) Science Laboratory sections per semester for any faculty member.

D. Professional Responsibilities

1. Activities as listed below and other similar College obligations shall constitute a normal work load and serve as guidelines for defining professional responsibility:

-- meet scheduled classes
-- hold scheduled office hours
-- membership on committees and attendance at committee meetings
-- attend faculty meetings
-- attend workshops and retreats
-- attend professional conferences and meetings
-- remain current in his/her discipline
-- update educational programs
-- update courses
-- organize social or scholarship events for faculty
-- community involvement
-- upon request of the Dean submit attendance records, grades, grade records, course outlines and other pertinent records.

2. A full-time faculty member will normally be available for assignment between 8 a.m. and 5 p.m. Monday through Friday. Exceptions based on faculty load and program requirements can be made. No full-time faculty member shall be scheduled for a Saturday or Sunday class without his/her concurrence. An instructional faculty member's responsibility for the academic year shall end after graduation exercises.

3. Faculty members who are qualified to teach specific courses may request that assignments at off-campus teaching locations be made part of their full-time load. The College reserves the right to schedule all off-campus courses.

4. Teaching faculty shall be given the opportunity to submit to their respective Division/Department Chairpersons their preferences regarding teaching schedules for the upcoming semester. These preferences will be given due consideration during the scheduling process, but it is agreed that they will not take precedence over the College's responsibilities to maximize the educational opportunities available to its student body.

5. Each full-time faculty member shall be informed of his/her tentative teaching schedule at as early a date as possible.

6. When a faculty member is assigned an evening class as part of his/her full-time load, he/she will be given priority over other faculty members with the intention of

avoiding 8 a.m. classes on the day following the assigned evening class.

7. All full-time instructional faculty members shall schedule and post a minimum of five (5) hours per week during which they will be available in their offices. Each faculty member shall make an effort to schedule these hours on at least four (4) different days of the week. In addition, he/she shall be responsible for scheduling appointments with students at other times if these students demonstrate their inability to appear during scheduled office hours.

8. Faculty members whose schedules include an evening class shall be available for consultation with students prior to or after his/her evening classes; this will be considered one of the four (4) days required above. Faculty who teach evening overload sections shall make a minimum of one (1) additional hour available for these students beyond the five (5) hour minimum established above.

9. Faculty members owe primary responsibility to their College duties. Full-time faculty members will not engage in outside employment that conflicts with their duties and responsibilities at this College. The President must be notified of outside employment activities.

E. Department of Alternative Learning

1. The work year of the Department Chairperson of Alternative Learning shall be the academic year. His/Her schedule may be modified as necessary to meet the needs of

the instructional program of the College. His/Her work load will include the teaching of twelve (12) semester hours during the academic year as assigned by the Dean, referral testing during the academic year, the latter part of May, the month of June, and back-up institutional testing during the last two weeks of August. Additional responsibilities include the overall supervision of Learning Center staff and operations, and institutional AV support services and staff. This will also include providing services and direction for Learning Center tutorial services.

Evaluation of the non-instructional duties of this position shall be carried out by the Dean or a supervisor designated by the Dean. Teaching responsibilities of this position shall be evaluated by a committee in the same discipline.

2. The Alternative Learning Specialist shall be considered a member of the instructional staff of the College. He/She shall meet those duties and responsibilities delineated in the job description for the Alternative Learning Specialist, to include and be limited to the teaching of laboratory based preparatory courses which are not part of a regular college curriculum leading to graduation or certification. The work year of the Alternative Learning Specialist shall be the academic year as defined herein.

3. A laboratory hour should not exceed a maximum of 15 students. The Alternative Learning Specialist should have

no more than 25 laboratory hours, 5 office hours, and 5 hours as assigned per week.

F. Academic Advisors

1. The College will appoint advisors.

2. Academic advisors and counselors will provide advisement and transfer counseling for all matriculated and non-matriculated students. However, matriculated students will take priority on the advisor's/counselor's time.

3. In order to provide flexibility, counselors, when appropriate, may advise newly entering first semester matriculated students. However, after initial advising, students will be assigned to their program major advisor. Counselors will also be responsible for advising all students in the Individual Studies Program.

4. Advisors will represent the breadth of the programs of the division and are recommended to the Dean of Instructional Affairs by the Division Chairpersons. The advisors are appointed annually by the Dean of Instructional Affairs.

5. Formula for assigning advisors:

a. Generally, the average load for a full-time advisor will be between 90-100 full-time equivalent, matriculated students.

b. Determination of the number of advisors is based on the number of full-time equivalent, matriculated students per program in the division.

c. Each instructional division/department will have at least one half-time advisor. However, no division/department will have more than one half-time advisor.

The number of advisors assigned to an instructional division/department for an academic year will be determined by the fall, full-time equivalent, matriculated student enrollment at census date. The formula is as follows:

Students	Advisers
60 or less	1/2
61 to 130	1
131 to 180	1-1/2
181 to 230	2
231 to 280	2-1/2
281 to 330	3
Etc.	

d. The Alternative Learning advisor is a full-time advisor and will advise all students with six (6) credits or more of developmental courses. In addition, this advisor will provide advisement for JTPA pre-vocational education, General Education Certificate, handicapped, and learning disabled students.

e. Every attempt will be made to equalize student loads for division advisors. If load problems arise, then assignments are to be made by the Counseling Chairperson for the advisement team.

6. A special purpose advisor may be appointed. The appointment of this advisor is at the discretion of the Dean and shall be prorated as to release time using the formula

in paragraph 5 above, based on the number of advisees. This advisor is in addition to the advisors indicated above.

7. Each full-time advisor will maintain 219 advisement hours coordinated by the Counseling Chairperson as follows:

a. Fall Registration - 5 consecutive days (Monday-Friday, 5 days in August including orientation) and one evening starting two weeks prior to the beginning of the semester (38 hours).

b. Spring Pre-registration - 40 hours over five week period once registration period opens up (40 hours).

c. Spring Registration - 2 days and one evening in January (17 hours).

d. Fall Pre-registration - 32 hours over five-week period during the spring term once registration period opens up (32 hours).

e. Evening Advisement - 4 evenings (Monday-Thursday, 5:30-7:00 p.m.) during 13th week of the semester (12 hours).

f. Counselors will provide evening advisement (5-7 p.m.) two evenings per week during the fall and spring semester. Compensation for these hours is based on an hourly rate determined from the overload rate for the counselors (60 hours).

g. Summer Advisement - 20 hours between May 15 and August 15 (20 hours).

h. Advising Office Hours - 2 hours per week during the fall and spring semesters (60 hours).

i. Half-time advisors will submit a prorated schedule that addresses the above areas for approval by the Dean of Instructional Affairs.

8. Each advisor will have his/her class load reduced by six (6) contract hours per year, or will receive six hours of overload compensation, as determined by the Dean of Instructional Affairs. Half-time advisors will be prorated accordingly.

9. Advisor's compensation will be prorated in those situations where an individual is not able to meet his/her advisor workload.

G. Load Reductions for Instructional Faculty

Except as otherwise provided elsewhere in this Agreement, instructional faculty, if assigned alternate/additional duties will receive reduction(s) in class load(s) as mutually agreed by and between the faculty member and his/her immediate supervisors with the approval of the Dean.

H. Work Load for Human Services Field Coordinator

The annual work load for the Human Services Field Coordinator will be 30 contract hours. Activities assigned shall be calculated using the following examples:

1. Field work supervision shall be evaluated on the basis of one contract hour for each 3 students supervised per semester

2. Each scheduled seminar hour shall be equal to one contract hour per semester.

3. The Joint Seminar, which will meet monthly for two hours per meeting, will yield one contract hour annually.

4. Minimum student load requirements shall apply.

I. Reduction of Normal Full-time Faculty Work Load

Full-time faculty members wishing to pursue graduate study, perform research or participate in other approved activities in their area of professional competence, may request that the President approve a reduction in the work load of the faculty member, provided that, in the opinion of the President, such leave would be in the best interest of the individual and the College, and the reduction of credit or contact hours would not unduly affect normal College operations or the academic program. When granted, remuneration shall be pro-rated in accordance with the reduction in work load. At the completion of the period of time for which his/her work load has been reduced, the faculty member will be placed at the salary level he/she would have held had his/her work load not been reduced. Rank will in no way be affected by the reduction in load.

J. Overload - Instructional Faculty

1. If it is in the best interest of a student or of the College the maximum student load may be exceeded. In

this event, the instructor's SCH will be computed to determine if maximum student load has occurred. If the 840 maximum SCH has been exceeded, the faculty member will be considered to have generated an "overload".

2. Overload shall be reimbursed on the following formula:

a. For each SCH beyond the SCH maximum, the instructor shall be reimbursed at 1/39 of his/her overload salary to a maximum of 39 SCHs.

b. Once maximum overload salary has been reached (i.e. 39 SCH), the instructor will receive no additional reimbursement for additional students through the 90th SCH.

c. Beginning with the 91st SCH, the instructor will repeat the process, being reimbursed on 1/39 of his/her overload salary but now generating SCHs toward a second overload.

d. Example (assuming a 3 credit hour load class)
840 SCHs generated
+ 1 student = 1/13 of overload salary
+ 2 students = 2/13 of overload salary
etc.
+ 13 students = 1 overload class
+ 14 students = 14 - 30 students will be considered the first overload

+ 31 students = 1 overload + 1/13 of second overload

etc.

3. Classes assigned and identified by the Dean as beyond the normal semester load (15 hours) which are not needed to generate the minimum 450 SCHs shall be considered as overload and be paid on the overload salary schedule.

4. Under normal circumstances, faculty should not teach more than one overload class per semester. In unusual situations, by mutual agreement of the College and the faculty member, the Dean can approve additional overload classes. Division/Department Chairpersons are limited to one evening overload class per semester. The Dean can authorize a teaching overload during the day for Division/Department Chairpersons.

5. A minimum of 13 students shall constitute a standard overload class, assuming a 3 credit hour class. If fewer students register for said section, the overload salary shall be pro-rated using the following approach:

12 students = 12/13 scheduled salary

11 students = 11/13 scheduled salary, etc.

6. The Dean shall determine when a section shall be cancelled rather than pro-rated. Faculty members whose overload section is to be pro-rated must notify the Division Chairperson that he/she is not interested in teaching the overload offered prior to the first class session.

7. Full-time faculty shall be considered first for any overload and summer session appointments for which they are qualified.

8. A list of priorities for summer and evening appointments shall be established each College year on the basis of rank and service (in that order). The Division/ Department Chairperson shall request and receive from faculty members an indication of their availability for overload classes as soon as is possible prior to the beginning of classes. Once an assignment has been made, no full or part-time faculty member can be displaced due to seniority.

9. Failure to notify of intent not to honor a commitment to teach an overload class at least two weeks prior to the beginning the classes will result in that person's removal from the priority listing for the following semester. This penalty will not be imposed if failure to notify is for reasons beyond the person's control.

10. A vacant off-campus assignment shall first be assigned in accordance with the priority list for overload courses, before being assigned to a qualified part-time instructor.

11. Instructional faculty will be assigned by Division/Department Chairpersons to students who elect to take departmental proficiency exams. Compensation will be $25 per student to cover all costs of the examination.

K. Non-Instructional Faculty

1. Workday/Workweek: Unless otherwise specified, the normal workday for non-instructional faculty shall be from 9 a.m. to 5 p.m. with one hour for lunch. When necessary, these hours may be adjusted to a four-day workweek to accommodate instructional needs, but the total workweek shall not exceed 35 hours. The minimum professional obligation of the non-instructional faculty shall extend through the academic year.

2. a. Librarians and Counselors: Librarians and Counselors may be initially appointed to an academic or College year assignment. Reassignment from or to the academic or College year must be by mutual agreement.

b. Librarians and Counselors appointed to an academic year assignment will not be required to work any day the College is officially closed, nor shall they be required to work the Spring vacation period.

c. Librarians and Counselors assigned on a College-year basis shall accrue vacations time at the rate of 5.75 days per quarter (September, December, March, June) which is scheduled subject to the approval of the Supervisor and Dean.

d. In the year in which the employee leaves the service of the College for any reason, including death, the employee or his/her beneficiary shall be paid for all unused vacation time. With the approval of the Dean and his/her Supervisor, ten (10) vacation days may be carried over from

one year to the following year only. For formal study or other unusual circumstances, the President may approve as may as twenty (20) days to be carried over for the next year only.

L. Overloads - Non-instructional Faculty

The overload responsibilities of non-instructional faculty will be compensated as set forth in Addendum A annexed.

M. Overload Limitation

There shall be no duplication of compensation/overload compensation. Bargaining unit members shall receive higher of alternative overload compensation where applicable.

ARTICLE XI - APPOINTMENTS AND EVALUATION

A. Regular Appointments

Initial appointments of full-time employees covered hereunder shall be made by the President upon recommendation of the appropriate Dean.

B. Temporary Appointments

In cases where it is known that a full-time position will be vacant for a period of one year or less, or in the case of a position made available through grant-in-aid or other similar funding, and with little or no chance of continuation after the specified period, the College may hire teaching personnel on a temporary basis. These individuals will be given academic rank, but their date of termination will be specified in their appointment letter, and they will not be eligible for tenure. No individual

will be placed on a temporary appointment for a period to exceed one academic year. If an individual on temporary appointment be offered and accept a regular appointment for the semester immediately following the termination of his/her temporary appointment, the total period of service will be used in matters of seniority, however, will not diminish the probationary period.

C. Probationary Appointments

1. All probationary faculty appointments shall be renewed annually. The probationary period is not to exceed five (5) years. Probationary faculty are defined as those individuals who do not hold tenure appointments. The College shall issue a letter of renewal or non-renewal by April 15 of each academic year. Notification by such date (April 15) shall be considered due notice.

2. Probationary Faculty Evaluation

All probationary teaching faculty shall be evaluated for purposes of granting tenure using the following procedures:

a. Upon initial appointment at the institution, a Tenure Review Committee shall be appointed by the Dean upon the recommendation of the appropriate Division/ Department Chairperson or Supervisor for each probationer.

b. Membership - Tenure Review Committee: Two tenured faculty members from the Division if possible, (preferably in same or closely related discipline as

probationer), Division/Department Chairperson, and the Dean ex officio.

c. The Tenure Review Committee and/or the Dean shall meet with the probationer and discuss the goals of the Institution setting forth the expectations held by the College regarding the faculty member's assignment.

3. Each faculty member on the Tenure Review Committee and the Division/Department Chairperson shall make arrangements to visit the probationer's teaching assignments once each semester during the first year of appointment.

a. A written evaluation of the observation will be prepared and discussed with the probationer. The probationer will then sign a copy of the evaluation indicating he/she received same. A memorandum of additional comments can be prepared by the probationer to be attached to the evaluation. The evaluation and comments, if any, will then be forwarded to the Division/Department Chairperson (who will serve as Chairperson of the Tenure Review Committee) with a copy to the Dean's office for inclusion in the Permanent Tenure File.

b. Each semester an individual approved by the Tenure Review Committee Chairperson will visit all the probationer's classes to distribute a student evaluation form developed by the faculty or faculty member and approved in advance by the Dean. The evaluations, when completed, will be forwarded to the Dean's office for inclusion in the permanent tenure file to be kept on file for five (5) years.

c. Any evaluations or observations made by the Dean will be discussed with the probationer and the Tenure Review Committee and placed in the permanent tenure file.

d. Each semester during the first year of probation, the Tenure Review Committee will meet privately with the probationer to discuss the evaluations. In subsequent years, this meeting shall take place annually. A recommendation by the Division or Department Chairperson or Supervisor shall be made to the Dean by March 15 regarding the Tenure Review Committee's evaluation of the probationer's satisfactory or unsatisfactory progress toward tenure appointment.

e. After the first-year evaluations, each member of the Committee will be required to visit the probationer's classroom at least once a year unless weaknesses are discovered, in which case the Tenure Review Committee will decide upon the appropriate number of additional visitations.

4. After three years' probationary status, the faculty member is eligible for tenure appointment consideration.

a. The Tenure Review Committee recommends action to the Dean on tenure appointments. The Dean will review the materials supplied by the Tenure Review Committee, and any other pertinent data available. The Dean shall meet with the probationer to discuss his/her status.

b. The Dean will then make a tenure recommendation by December 1 to the Faculty Status Committee. If

tenure is not recommended by the Dean, the probationer can still request his/her file be sent by December 15 to the Faculty Status Committee.

5. By January 15 of each academic year, the Committee on Faculty Status shall, with respect to each faculty member holding a probationary appointment and having completed at least two and one-half years of continuous service at the College, review the recommendations of the various Tenure Review Committees and the Dean regarding the awarding of tenure to said individuals.

a. Recommendations as to the awarding of tenure cannot be made without recommendation from the appropriate Tenure Review Committee.

b. The Committee's recommendations will reflect ranking of the candidates by the Committee based upon the Committee's evaluation of the performance of each candidate.

c. This Committee will transmit its recommendations to the President who, having considered its findings, will in turn make recommendations to the Board. Faculty members will be notified of the Board's tenure action no later than one week following the March Board meeting.

d. Leave granted to a faculty member shall not count toward tenure eligibility, but shall not be considered to be a break in otherwise continuous service.

e. For the purposes of this section, individuals commencing their full-time employment before the first day of the spring semester will be considered to have initiated

their employment on the first day of the current academic year. Individuals whose employment commences on or after that date will be considered to have initiated their employment on the first day of the following academic year.

6. Notification of non-retention during probation shall be as set forth in C(1) hereof by the President.

7. Denial of a tenure recommendation does not preclude reissuance of such recommendation prior to the completion of the fifth year of service. Denial of tenure in the fifth year of service will amount to notification of non-retention of the individual in question beyond the fifth year. In no event shall a full-time instructor be employed for more than five academic years without tenure. Termination of a probationary appointment and/or the denial of tenure is neither grievable nor arbitable hereunder.

D. Tenured Faculty Evaluation

1. At the end of each consecutive five years following a tenure appointment, a Tenure Review Committee (whose membership is described in Section C(2)(b) shall be appointed as appropriate for each tenured faculty member. During College year 1986-87, fifty percent (50%) of the tenured faculty, who have not been reviewed during the past five years, shall be subject to this provision. During 1987-88, the remainder shall be subject to this provision assuring that all those in excess of five years' tenured service have been evaluated.

2. Once a faculty member has been reviewed they will be subject to additional reviews at the beginning of the sixth academic year since the last review. **Example**: faculty members reviewed during the 1980-81 academic year shall be reviewed again during the 1986-87 academic year.

3. During the sixth consecutive year of employment, the Committee shall review the performance of the tenured faculty member. This review shall consist of:

a. Classroom visitations by all committee faculty at least once during the review year.

b. Evaluations by students as specified in Section C(3)(b).

c. Discussions with the Tenure Review Committee and the Dean concerning overall faculty performance.

4. By May 1 of each year, the Committee will recommend either satisfactory performance without reservation, or satisfactory performance with reservation. Committee recommendations shall be conveyed to the Dean and faculty members.

a. A recommendation of satisfactory performance without reservation completes the review process.

b. Satisfactory performance with reservation shall be accompanied with a projected development plan designated to overcome the deficiencies identified in the evaluation.

5. Tenured faculty identified as being deficient will meet with the Division/Department Chairperson, Dean, or their appropriate personnel to overcome deficiencies.

a. During the seventh year, the Tenure Review Committee will continue evaluation of the tenured faculty member's progress.

b. At the end of the seventh consecutive year, the Tenure Review Committee will once again evaluate the performance of the faculty member as satisfactory performance without reservation, or satisfactory performance with reservation.

c. In situations of a recommendation of satisfactory performance without reservation, the review is complete. In situations of satisfactory performance with reservation, the tenured faculty member is notified by July 1 that he/she is receiving one year's formal notice, at the end of which time the individual's contract will not be continued.

d. The President may choose to establish an additional probationary period during which time further review is possible.

e. Nothing in this section precludes the tenured faculty member from filing a formal grievance or seeking legal assistance.

E. Evaluation of Non-Instructional Faculty

1. The duties of non-instructional faculty shall be

evaluated as identified under Probationary and Tenured Faculty Evaluation.

2. The appropriate Dean shall be responsible for the evaluation of the administrative duties of non-instructional faculty.

3. All evaluations of the administrative duties of non-instructional faculty members shall be prepared in writing and shown to the faculty member and any agreed upon changes will be made. The report shall then be signed by both the evaluator(s) and the faculty member, with the faculty member being granted the opportunity to attach any comments he/she feels pertinent. Copies of the evaluation report will be filed in the Dean's office for the future use of the Tenure Review Committees, and the Faculty Status Committee, and a copy will be given to the non-instructional faculty member and placed in the employee's permanent personnel file.

F. Notice of Termination

For all full-time, bargaining unit members holding a tenure appointment, due notice of termination shall be interpreted as notification by March 15th.

ARTICLE XII- PROMOTION

A. Application

1. Each faculty member who wishes to be considered for promotion in rank must file an appropriate application with the Dean prior to November 15th. This application will include a waiver, allowing members of the Committee on

Faculty Status to examine material from all pertinent College sources.

2. For the purposes of promotion, all faculty must submit the following:

a. evidence of continued excellence in teaching, usually demonstrable by the Tenure Review Committee evaluations, or annual evaluations by the Division/Department Chairperson or Supervisor, and the Dean;

b. annual student evaluations, using a questionnaire approved in advance by the Dean and administered annually to all classes, which must demonstrate positive response for the period since the last promotion;

c. evidence of continued professional development;

d. evidence of positive contributions to the College community through involvement in committee work, student activities, or curriculum development;

e. evidence of positive contributions to the community served by Columbia-Greene Community College as reflected in community activities, publications, honors, grants, etc.

f. a demonstrated ability to work effectively with College personnel and students.

3. To be eligible to apply for promotion a faculty member must have completed three (3) years in rank for application for promotion to Assistant Professor; four (4) years in rank for application for promotion to Associate

Professor; and five (5) years in rank for application for promotion to Professor.

4. The Committee will forward all applications and its recommendations concerning promotion, including a priority ranking, to the President prior to January 15th. The President shall then forward all names upon that list, accompanied by his/her recommendations and all supporting data, to the Board of Trustees for their action. There shall be no appeal from said action of the Board. The President, with approval of the Board, shall notify each candidate of the status of his application no later than one week following the Board's scheduled March meeting.

B. Salary Adjustments

Matters relating to salary, salary adjustments, and matters of economic consideration shall be as set forth on Addendum "A" annexed.

C. Limits on Promotions

1. No more than 25% of the bargaining unit shall concurrently hold the rank of Full Professor.

2. No more than 37% of the bargaining unit shall concurrently hold the rank of Associate Professor.

3. No faculty member shall be demoted in rank as a consequence of a reduction in the size of the bargaining unit.

ARTICLE XIII - STAFF DEVELOPMENT

A. Sabbatical Leave

1. Members of the faculty with six years "continuous" full-time or pro-rata full-time service at the College are

eligible to apply for sabbatical leave for the purpose of formal education, research, job-related travel, writing, creative work in the arts or other related experiences of professional value. Periods of approved leave without pay shall not count towards this six-year total, but will not be deemed to be an interruption of otherwise "continuous" service.

2. Eligible faculty members desiring to be considered for sabbatical leave will file an application with the Dean on or before November 15 of the Academic year prior to that in which the leave is desired. This application will include a detailed description of the applicant's proposed use of the leave time. Additional relevant material not available by November 15 may be submitted later than this date at the discretion of either the Faculty Status Committee or the Board.

3. The application must contain a recommendation by the appropriate Division/Department Chairperson.

4. The Faculty Status Committee will review all applications and, based on potential value to the College, submit ranked recommendations to the President prior to January 15.

5. The President shall attach his/her own recommendations and forward both sets to the Board.

6. The Board's decision shall be rendered prior to March 31, and each faculty member shall be informed in writing of the decision on his/her application.

7. A faculty member on sabbatical leave will receive half-pay for a full academic year or full pay for a leave of one semester.

8. Faculty members on sabbatical leave shall retain all accrued benefits during the period of sabbatical leave. The College will continue its contributions to fringe benefit plans in accordance with the provisions of those plans.

9. Faculty members receiving sabbatical leaves shall agree in writing to remain with the College for at least two full years following the end of their leave period. If a faculty member wishes to reimburse the College based on the salary received and pro-rated over two years, he/she may do so and this section will be waived. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

10. Upon return, and within 90 days, a complete written report of the activities, results and outcomes of the sabbatical must be presented to the President for deposit in the Professional Collection of the College. If requested by the Dean, President or Division/Department

Chairperson, the individual will present the results of his/her sabbatical to an assembly of College personnel or others as mutually agreed upon by the faculty member and the appropriate College official.

B. Travel Support for Staff Development

1. The College shall, each year, allocate to each Division/Department for use for professional or other approved activities a sum equal to $350. for each full-time Instructor; $375 for each full-time Assistant Professor; $400 for each full-time Associate Professor and $425 for each full-time Professor.

2. All faculty members shall submit their travel requests for approval to the appropriate administrative officer. They shall be reimbursed for all actual expenses incurred for approved travel, lodging and meals to the approved budget limits. These expenses shall be reported on the College expense report form and sustained by paid vouchers or receipts.

3. The mileage reimbursed for use of a personal automobile for College purposes shall be the standard mileage rate allowed by the Internal Revenue Service. The rate in effect at the commencement of the College year shall remain in effect until the beginning of the next College year, at which time it shall be modified, if necessary, in accordance with the above-mentioned provisions. No mileage reimbursement will be paid for local travel defined as travel within a five-mile radius of C-GCC.

C. Tuition

1. Consistent with the policy of the State University of New York, the College shall continue to cooperate in obtaining tuition waivers for full-time professional staff members who pursue studies at the State University of New York senior institutions.

2. Faculty members may enroll in credit and credit-free courses sponsored by the College on a tuition-free, space available basis. Enrollment in courses during regular working hours will require the written approval of an individual's immediate supervisor.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Grievance Definition

A grievance is a dispute, claim or complaint involving the interpretation or application of any provision of this agreement initiated by an employee, group of employees similarly situated, or by the Association.

B. General Principles

1. The primary purpose of the grievance procedure is to secure, at the earliest step possible, equitable solutions to grievances. Both parties agree that proceedings under this section shall be kept as informal and confidential as may be appropriate.

2. In the event a grievant or group of grievants is unable to informally resolve a grievance at step one, grievant(s) may thereafter be represented by the Association, or present the grievance without representation by the

Association. The adjustment of the grievance may not be inconsistent with the terms of this Agreement.

3. The failure to exhaust remedies under the grievance procedure or to abide by time limits set forth in this section shall, unless expressly waived, constitute a conclusive waiver or abandonment of a grievance. However, settlement or abandonment of a grievance shall not constitute a precedent.

4. At any step, the failure of an administrator to communicate a decision, as required by these procedures, shall permit the grievant and/or the Association to proceed to the next level.

5. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

6. If a grievance is filed on or after June 1 which, if left unresolved, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible.

C. Procedure

1. STEP ONE: Prior to invoking the grievance procedure at Step Two, an individual with a grievance shall first discuss it with the appropriate administrative supervisor or

his/her designated representative, the object being to resolve the grievance informally.

2. STEP TWO: If the grievance is not satisfactorily resolved at Step One, or if no decision is rendered within three (3) College days following the conclusion of the above-mentioned informal discussion, the aggrieved individual may invoke this level of the grievance procedure by submitting the grievance in writing, to the Association. The written grievance shall be submitted to the appropriate administrative supervisor or designated representative within eight (8) days after the earlier-mentioned informal discussion has occurred. The Association or grievant may request a meeting with the appropriate administrative supervisor or designee prior to making a decision. The decision shall be rendered in writing within five (5) days following submission of the written grievance. A grievance unanswered within that time period is deemed denied and permits the grievant to proceed.

3. STEP THREE: If the individual grievant or the Association desires to appeal an unanswered or written decision of the appropriate administrative supervisor or designee, then, within five (5) College days of receiving the written decision an appeal in writing may be submitted to the President, and it shall set forth specifically the basis of the grievance. The President or a representative shall, if requested, meet with the grievant within ten (10) College days following receipt of the request to meet. The

President or representative shall promptly prepare a written report of this meeting, including any agreement reached; or, if the matter is not resolved, an answer to the grievance, copies of which shall be given to the aggrieved individual and the Association.

4. STEP FOUR: If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Step Three and the Association determines that the grievance is meritorious, the Association may, within ten (10) days of the decision at Step Three, submit the grievance to the American Arbitration Association for the selection of an Arbitrator.

a. The parties will then be bound by the rules and procedures of the American Arbitration Association.

b. The Arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement

c. The decision of the Arbitrator shall be final and binding upon all parties.

d. Arbitration costs shall be shared equally by the Association and the College.

ARTICLE XV - TERMINATION

A. Retrenchment

1. Faculty retrenchments shall be made only for financial exigency or program retrenchment as identified by the Board of Trustees. If faculty retrenchments occasioned

by a financial exigency or program retrenchment become necessary, the following procedure shall apply:

a. The matter shall be submitted to the Faculty Council by the President for its study and recommendations, including the curricular areas affected. A deadline date for information to be received from the Faculty Council will be included in the President's request.

b. The College President shall notify the Association President of the retrenchment decision.

c. Within an affected curricular area, faculty retrenchments shall be made in inverse order of seniority based on date of appointment. The President shall determine seniority in the case of faculty holding the same appointment date.

d. If subsequent vacancies occur within the curricular area affected by a retrenchment, retrenched faculty shall be recalled in order of seniority.

2. An employee to be retrenched under this provision shall be notified as of March 1.

3. Non-renewal of a probationer's contract is not considered a termination as defined in this section.

B. Discharge

1. The appointment of any member of the faculty may be terminated for just cause upon written notice from the President. Individuals covered by this Agreement who received such notice may follow the grievance procedure. "Just Cause" (by way of example, but not by way of

limitation) shall constitute inadequate performance of duties, misconduct (including violation of the College's Rules for the Maintenance of Public Order), falsifying applications or records, moral turpitude, incompetence or inefficient service, neglect of duty, physical or mental incapacity, and violation of the terms under this Agreement.

2. Termination of a member of the faculty holding temporary or probationary appointment prior to the conclusion of his/her appointment, shall be only for cause. Example: an individual could not be terminated in the middle of a semester except for cause.

ARTICLE XVI - FACILITIES

A. Parking

Sufficient parking space shall be reserved for faculty parking. Faculty members shall observe all College regulations concerning traffic and parking.

B. Secretarial Assistance

The College shall exert its best effort to provide secretarial help for the professional staff.

C. Office Space.

The College shall exert its best effort to provide the professional staff with adequate office space.

ARTICLE XVII - LEAVES

Whenever a faculty member will be unable to meet his/her classes for any reason a statement must be submitted to the Dean's office indicating the reason and length of

absence. Recommendations for meeting professional responsibilities shall also be submitted.

A. Sick Leave

1. Faculty members whose usual annual work year is the academic year will be granted fourteen (14) days paid sick leave during each academic year of service, cumulative to a maximum of 180 working days during the academic year. The unit for computation shall be not less than one-half day.

2. Faculty members whose annual work year is the College year shall be granted seventeen (17) days paid sick leave during each College year of service, cumulative to a maximum of 180 working days during the College year. The unit for computation shall be not less than one-half day.

3. Upon retirement from the College after fifteen (15) years continuous service, the employee will receive $25 per day for each accumulated sick leave day to a maximum of 180 days.

4. By September 15 of each year, every faculty member shall be notified as to the amount of sick leave he/she has accumulated as of that date.

5. The President may, in special circumstances, grant faculty members (other than persons having temporary appointments) sick leave with pay beyond that faculty member's entitlement not to exceed an additional twenty (20) days.

6. Where a faculty member has undergone a reduction of normal full-time faculty work load, that faculty member's sick leave entitlement shall accrue on a pro-rata basis while the reduction of hours is in effect.

7. Upon recommendation of the President, the Board may grant faculty members (other than those having temporary appointments) additional sick leave, not to exceed two years and consisting of no more than six (6) calendar months with full salary, six (6) calendar months at half-salary, and no more than one (1) additional calendar year without salary.

8. The College shall, in its discretion, have the right to request medical certification in cases of suspected abuse.

B. Personal Leave

Full-time bargaining unit members shall be allowed four (4) personal leave days per year with pay, pro rated if appointed on a permanent basis for less than an academic year or carrying a 50% but less than 100% load.

C. Maternity Leave

1. The President shall grant pregnant faculty members a leave of absence without pay upon submission of medical certification that such person is unable to perform her regular duties or at such earlier date as may be mutually agreeable. Leave under this provision shall not exceed one year.

2. Accumulated sick and vacation leave credits may be used to reduce the amount of leave without pay.

3. Extension of such leaves of absence may be granted by the President. Such requests shall not be unreasonably denied.

D. Unpaid Leave

Upon recommendation of the President and with the consent of the Board, a full-time faculty member who does not qualify for another type of leave authorized by this Agreement may be granted a leave of absence for special reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of two College years. Where the Board has agreed in advance, faculty members on unpaid leave may return at a salary level no less than that which they would have held had they served at the College during the leave period.

E. Military Leave

1. Bargaining unit members may take involuntary leave of absence to perform temporary active duty with Reserve or National Guard units. During such leave of absence, and while engaged in the performance of such military duty, an employee shall be entitled to some compensation.

2. Full-time bargaining unit members required to report for military service shall be paid the difference between their military pay and their regular pay for a period of 90 days. Following the 90 day period, no compensation shall be paid by the College.

F. Jury Duty

Full-time bargaining unit members required to report

for jury duty or service shall be paid the difference between their pay for reporting for jury duty or service and their regular pay, without charge to any leave entitlements during the period they are required to serve or appear.

G. Bereavement Leave

An employee will be entitled to bereavement leaves of absence to a maximum of four (4) days per year, as actually needed and used by the employee, for funeral arrangements or attendance due to death of his/her father (natural or foster), mother (natural or foster), father-in-law, mother-in-law, brother, sister, spouse, child, brother-in-law, or sister-in-law.

ARTICLE XVIII - FRINGE BENEFITS

A. Pension

For the duration of the contract, retirement options shall continue to be funded for all full-time members of the faculty, save those employed who are required by law to contribute 3% to their retirement system.

B. Health Insurance

1. For the term of this agreement the College will continue in effect all existing or substantially equal insurance programs at the benefit levels presently in effect for those bargaining unit members who qualify under such programs and who participate therein.

2. In the event of a change of health insurance carriers or the election by the College or the County to

self-insure any one or more of the coverages provided, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better then the benefits provided by the coverage in effect at the time of such change.

3. Effective 1 September 1986, the College shall contribute the dollar equivalent of one hundred percent (100%) of the premium cost of individual health insurance coverage and One-Hundred percent (100%) of the premium cost of the dependent health insurance coverage for all eligible employees who elect such coverage.

4. Employees whose initial employment is as of and subsequent to 1 September 1986 shall contribute fifteen dollars ($15.) towards the individual or thirty dollars ($30.) per month toward the family premium cost of their health insurance until they receive continuing appointment, following which the provisions of paragraph 3 above shall apply.

5. An employee shall be entitled to health insurance following retirement upon the following terms and conditions:

a. To be eligible, the retiring employee must have been employed by the College for ten (10) or more years (fifteen [15] or more years for employees employed as of 2 September 1986 or thereafter).

b. The College shall provide individual coverage without cost to the retiree. Dependent coverage shall be available at full cost to the retiree.

c. Retirees prior to September 1, 1986 will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement.

6. Each employee eligible for health insurance coverage (except employees whose spouses are also eligible for coverage) may elect to refuse participation and provide for their own health insurance. The College will place $40.00 in a trust account for each month that an employee is eligible but does not elect coverage and pay over such funds so accumulated to the employee by December 15 of each year or upon termination. An employee electing to resume coverage may do so the first of the month next following five (5) or morebusiness days written notice to the College.

C. Premium Contributions, H.M.O.

Those employees who elect health insurance coverage as provided by a federally qualified HMO will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

D. Academic Attire

The College shall provide academic attire for members

of the faculty when the College requires that such attire be worn.

E. Legal Assistance

The College shall continue in effect all insurance and liability policies providing legal protection for members of the faculty in performance of College-related duties.

F. Term Life Insurance

The College, for the duration of this contract, shall offer to the faculty of the institution a term life insurance policy to be calculated on the basis of one (1) times the base salary of the employee (one and one-half [1-1/2] times the base salary effective 1 September 1987; two [2] times the base salary effective 1 September 1988). The College shall fund this benefit for all professional employees. Exact limitations, benefits, etc., shall be identified in the master policy filed in the personnel office of the College.

G. Long-Term Disability Insurance

The College, for the duration of this contract, shall offer to the faculty of the institution long-term disability insurance. This insurance shall generally consist of a monthly benefit to be paid during continuous disability at the rate of 66-2/3% of his/her basic monthly earnings subject to the limitations identified in the master contract. It is understood that the specific benefits, limitations and other details of the policy are contained in

the master contract on file in the Personnel Office of the College.

H. Tuition for Dependents

The College, for the duration of this contract, shall offer a full tuition waiver for credit bearing courses to the dependents of the full-time faculty of the institution. Dependent is defined as an individual who may be claimed under IRS regulations as a spouse or dependent.

I. Dental Plan

The College shall continue to make available to all full-time faculty the existing contributory group dental plan. This plan shall include basic orthodontic service. The plan shall be the same as provided to the classified staff at the institution.

ARTICLE XIX - AMENDMENTS, ADDITIONS AND WAIVERS

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between, and executed by the Board, both counties or their authorized representative, and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XX - CONFORMITY TO LAW (SEVERABILITY)

If any Article or provision of this Agreement shall be found contrary to law by a court of competent jurisdiction, only that provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall

remain in full force and effect. In such an event, the parties shall, upon demand of either party, negotiate on the subject matter held invalid.

ARTICLE XXI - LABOR-MANAGEMENT COMMITTEE

To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association a labor-management committee shall exist composed of the President or his/her designee and one additional member appointed by the President, the President of the Faculty Association or his/her designee and one additional member appointed by the President of the Faculty Association. The committee shall meet within the third week following ratification of this agreement and during every third week thereafter or at other times as agreed by the President of the College and the President of the Association.

Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the College or his/her representative and the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

ARTICLE XXII- APPROVAL OF LEGISLATIVE BODY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY

PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall become effective on September 1, 1986 or the first day of the month following ratification by the Association, whichever is later, and shall expire on August 31, 1990. On or before January 1, 1990 either party may give the other written notice that it elects to modify or terminate this Agreement. Either party may request a continuation of the Agreement, but the contract shall be considered terminated unless both parties agree to the extension in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

COLUMBIA-GREENE COMMUNITY COLLEGE

The Board of Supervisors of the County of Columbia:

_____
Chairperson

Dated: _____

The Board of Legislators of Greene County

_____
Chairperson

COLUMBIA-GREENE COMMUNITY COLLEGE FACULTY ASSOC.

_____
President

Dated: _____

_____
Vice President

_____
Chief Negotiator

Columbia-Greene Community
College:

_____
President

The Board of Trustees,
Columbia-Greene Community
College:

_____
Chairperson

ADDENDUM A

A. Annual Increases.

1. Effective September 1, 1986, the 1985-86 base salary of returning full-time probationary and/or tenured bargaining unit members shall be increased by the sum of $1,600 ($1,920 for twelve-month employees).

2. Effective September 1, 1987, the 1986-87 base salary of returning full-time probationary and/or tenured bargaining unit members shall be increased by seven percent (7%).

3. Effective September 1, 1988, the 1987-88 base salary of returning full-time probationary and/or tenured bargaining unit members shall be increased by seven percent (7%).

4. Effective September 1, 1989, the 1988-89 base salary of returning full-time probationary and/or tenured bargaining unit members shall be increased by seven percent (7%).

5. A returning employee is one who has been employed full-time in a tenure track position for one semester (fall or spring) the academic year preceding the date of any increase.

B. Degree Stipends. A stipend shall be added annually to an employee's base salary to recognize academic achievement.

1. Doctor's degree or equivalent (such as CPA, PE): Three Hundred Dollars ($300).

2. Master's degree: Two Hundred Dollars ($200).

3. Bachelor's degree: One Hundred Dollars ($100).

4. Associate degree: Fifty Dollars ($50).

5. Stipends payable under this section shall be for the highest degree held. Stipends are non-cumulative but are added each year following the annual increase set forth in Section A hereof.

C. Rank Stipend. A stipend shall be added annually to an employee's base salary to recognize academic rank.

1. Full Professor: Three Hundred Dollars ($300).

2. Associate Professor: Two Hundred Dollars ($200).

3. Assistant Professor: One Hundred Dollars ($100).

4. Stipends under this section shall be paid for the highest rank held. Stipends are non-cumulative but are added each year following the annual increase set forth in Section A hereof.

D. Overload.

1. Faculty members eligible for overload as specified under Article X will be compensated per credit hour as follows:

	1986-87	1987-88	1988-89	1989-90
Instructor	$410	$420	$430	$440
Asst. Prof.	450	460	470	480
Assoc. Prof.	490	500	510	520
Professor	530	540	550	560

2. All overload assignments shall be subject to a pro rata rate of pay using a base of 13 as the determining number (i.e., for a 3-credit hour class):

13 - 30 students = one 3 credit overload;

12 students = 12/13 overload pay;

11 students = 11/13 overload pay, etc.

3. The Dean shall determine when a class shall be cancelled.

4. No faculty member shall be forced to teach an overload class which is pro-rated.

5. The evening or overload responsibilities of Counselors, Librarians, and the Alternative Learning Specialist will be compensated in an amount equal to 3 semester hours (S.H.) of overload payment for 105 hours per semester.

6. Those Associate Professors who had achieved lanes 14, 15, or 16 under the 1983-1986 Agreement shall be paid overload at the Professor rank while those Assistant Professors who had achieved lanes 11, 12 or 13 under the 1983-1986 Agreement shall be paid at the Associate Professor rank as stipulated in paragraph D(1) above.

E. 12 Month Non-Instructional Faculty - Non-instructional faculty who have a 12-month assignment will be compensated based on the formula: 12/10 x base salary = annual salary.

F. Compensation of Coaches.

1. Compensation in this section shall be based on the length of the season, number of playing dates, amount of practice, game time, number of teams, etc.

2. Bargaining-unit members who serve as coaches shall be compensated at a rate not less than $400 per credit hour according to the following:

Men's Basketball	6 hours
Women's Basketball	6 hours
Women's Softball	4 hours
Women's Volleyball	4 hours
Baseball	4 hours
Soccer	4 hours
Tennis	3 hours
Cross-Country	3 hours
Bowling	3 hours
Intramural Assistant to the Director	1 hour per semester
Cheerleading Coach/Advisor	1 hour annually

3. Should additional sports be added to the College program, or should major changes occur in scheduling policy, length of season, etc., reclassification is possible upon the recommendation of the Athletic & Intramurals Director and the appropriate Dean, and upon approval of the President.

4. Effective September 1, 1987 the Athletic & Intramurals Director shall receive a reduced load of twelve (12) hours annually. For the 1986-87 College year the Athletic and Intramurals Director will receive nine (9) hours release time.

ADDENDUM B

Faculty members whose initial employment is as of and after September 1, 1987 shall be compensated within the following minimum and maximum base salaries:

Rank	Minimum	Maximum
Instructor		
1987-1988	$18,500	$26,700
1988-1989	19,795	28,569
1989-1990	21,180	30,568
Assistant Professor		
1987-1988	20,000	34,900
1988-1989	21,400	36,800
1989-1990	22,898	39,400
Associate Professor		
1987-1988	20,500	35,000
1988-1989	22,000	37,450
1989-1990	23,540	40,071

Faculty members whose initial employment is as of and after September 1, 1987 at the rank of Associate Professor shall, for the term of this Agreement, be excluded from the percentage limits on promotions set forth in Article XII, Section C hereof.

ONTARIO COUNTY
FACULTY ASSOCIATION
AGREEMENT

SEPTEMBER 1, 1985 - AUGUST 31, 1988

BETWEEN

ONTARIO COUNTY BOARD OF SUPERVISORS

AND

COMMUNITY COLLEGE OF THE FINGER LAKES
FACULTY ASSOCIAION

AGREEMENT BETWEEN
ONTARIO COUNTY BOARD OF SUPERVISORS
AND
FACULTY ASSOCIATION OF THE COMMUNITY
COLLEGE OF THE FINGER LAKES

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AGREEMENT

This agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between the Ontario County Board of Supervisors (hereinafter referred to as the "Employer"), and the Faculty Association of Community College of the Finger Lakes (hereinafter referred to as the "Association").

WHEREAS, the parties have conducted negotiations and reached agreement, now, therefore

The parties agree to modify the existing agreement to read as follows:

ARTICLE I
RECOGNITION

Section 1:

The Employer hereby recognizes the Association as the exclusive bargaining representative of the following full-time unit employees:

> All full-time teaching faculty (assistant instructor, instructor, assistant professor, associate professor, professor), and the Administrative classifications contained in Article XXII. Excluded are all positions reporting directly to the President as well as the positions of Assistant Dean of Financial and Administrative Services, Dean of Instruction, Director of Physical Plant and Registrar.

Section 2:

Each new professional position except a full-time teaching position created by the Employer during the term of this agreement which by the job description reports directly to the President of the College shall be excluded from the unit; each new professional position created which does not report directly to the President and each new full-time teaching position shall be included in the unit. However, all positions, created during the term of this agreement, which are deemed managerial or confidential by the CCFL Board of Trustees shall be excluded from the unit.

Section 3:

The term "professional" as used in Section 2 above means those professional positions which are filled and approved by the Chancellor of the State University of New York.

Section 4:

The Association expressly agrees not to discriminate in representation of all of the employees within the unit, whether members of the Association or not; or to engage in a strike, or any other concerted refusal to work, or to instigate, encourage or condone the same.

Section 5:

For purposes of this agreement, temporary and part-time employees shall be excluded from the bargaining unit. Temporary employees shall be defined as employees who are regularly scheduled to work any number of hours, but whose total employment period will not exceed two (2) consecutive semesters or two such semesters and one (1) summer school or intersession. Part-time employees shall be defined as employees regularly scheduled to teach twenty (20) or less contact hours per academic year as hereinafter defined. Non-teaching professionals shall be considered part-time if they are regularly scheduled to work either (1) less than 300 hours during each semester for two consecutive semesters or (2) less than 1000 hours per appointment-year (12) months.

The Employer will make a reasonable effort to fill vacancies occurring in regular permanent positions with probationary rather than temporary appointments. It is understood, however, that temporary appointments may be appropriate for regular permanent vacancies where the vacancy occurs during the academic year and where the College needs to fill the vacancy before a full search for the best replacement can be made.

Section 6:

The Employer agrees to deduct from the salaries of each employee covered by this agreement an amount of money in payment of the uniform dues of the Association, for any member of the Association who has authorized in writing on a form mutually agreed to by the parties, provided that said deduction card is in the possession of the Employer prior to September 30 of each calendar year. Such authorization may be revoked by writing to the County Treasurer at any time. The deduction shall be made in nineteen (19) equal installments. The Employer further agrees to transmit said deductions to the Association each effective pay period. The Association agrees that it will certify to the Employer in writing the dues rate to be effective for the following academic year prior to September 30 of each year. The Association hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE II
LEAVE OF ABSENCE WITHOUT PAY

Section 1:

An employee desiring an unpaid leave of absence for a definite period of time not exceeding one (1) calendar year shall submit a written request, outlining in detail the purposes for which the leave is requested, to his Dean who will transmit the request to the President of the College. The President shall forward the request with his recommendation to the Board of Trustees whose decision regarding granting or denial of the leave shall be final and not subject to the grievance or arbitration procedures. Employees on an unpaid leave of absence shall not accrue any salary or fringe benefits, but shall be entitled to continuance in insurance and retirement programs (where the terms and conditions of the programs permit payment by individuals) by contributing in advance all necessary payments as agreed upon between the employees and the Finance Office of the College.

Section 2:

A leave granted pursuant to Section 1 above shall not be considered as time worked for any purpose including, but not limited to, salary determinations and fringe benefits, nor will such time be considered as time worked in any decision where years of service is a factor, except as provided in Section 4 below.

Section 3:

If a faculty member wishes to extend his leave of absence he must reapply as defined in Section 1. The failure of an employee to return to work on the date approved when the leave was granted shall result in termination of employment as of that date.

Section 4:

When a faculty member returns from leave of absence without pay he shall be compensated at the rate he would have received had he not taken a leave.

ARTICLE III
SABBATICAL LEAVE

Section 1:

A sabbatical leave of absence may be granted by the Board of Trustees upon the recommendation of the President in order to improve an employee's professional ability, thus enriching the College's program. Such leaves may be granted for formal education, research, writing, study or other experience which the Board of Trustees believes will increase an individual's professional competence.

Section 2:

Employees who have completed six (6) years of continuous full-time service at the College will be eligible to receive a sabbatical leave of absence. Periods of unpaid leave approved by the College shall not be counted in determining the six (6) year total, but shall not be deemed an interruption of continuous service.

Section 3:

An eligible employee who desires a sabbatical leave for an academic year or for the Fall semester shall submit to his Dean and to the Faculty Affairs Committee a written request (on forms to be supplied by the Employer) not later than February 1 of the year in which the leave is to commence. Eligible employees applying for a sabbatical leave for a Spring semester shall submit the application not later than August 1 of the year preceding the commencement of that leave.

Section 4:

Sabbatical leave shall be compensated at the rate of one (1) semester at full pay or one (1) academic year at half-pay. An employee on sabbatical leave may enter into employment or contract his services only upon the approval of the President. In any such case, or in the case any other income provided from an outside source which may

be used for the personal benefit of the faculty member, the compensation provided by the College shall be decreased by such amounts. However, where less than full pay is provided by the Employer no such decrease shall be invoked until such additional income combined with the amount paid by the Employer exceeds the employee's full normal compensation for the period during which the leave is taken. While on sabbatical leave, an employee shall be entitled to all insurance and retirement benefits and shall accrue sick leave, but shall not be entitled to utilize or accrue vacation or other paid leave.

Section 5:

After a meeting between the Dean and the Faculty Affairs Committee, each shall submit all applications listed in order of preference to the College President not later than fifteen (15) days after the final application dates listed in Section 3 above. The President shall forward a maximum of three (3) applications per calendar year which he deems meritorious to the Board of Trustees with his recommendations. The decision of the Board regarding the granting or denial of any such leave shall be given to applicants reviewed by the Board not later than April 1 following a February 1 application or October 1 following an August 1 application. The decision of the Board shall be final, and no grant or denial of a leave under this Article shall be subject to the grievance or arbitration procedure.

Section 6:

Any employee granted a sabbatical leave shall be required, as a condition of receiving the leave, to execute an agreement providing that the employee shall not voluntarily terminate his employment with the College for at least one (1) year following the completion of a sabbatical leave and that if an employee fails to satisfy this requirement, he shall be liable for any compensation and the value of all fringe benefits provided by the College during the leave period.

Section 7:

At least once during the sabbatical leave period and again within three (3) months following the completion of the sabbatical leave, the employee shall submit to the Dean a detailed report of his progress and accomplishments. These reports should follow the outline attached hereto as Appendix A.

Section 8:

An employee who has taken a sabbatical leave shall become eligible to receive another such leave only after having completed six (6) years of continuous full-time service from the date of return from his last sabbatical leave.

ARTICLE IV
JURY DUTY AND MILITARY LEAVE

Section 1 — Jury Duty:

An employee selected for Jury Duty or subpoenaed for a court proceeding to which he is not a party shall receive paid leave while attendance is required by the court on a regularly scheduled work day. Employees on such leave will remit to the

College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their Department Chairperson and Dean immediately upon receipt of a subpoena for jury duty.

The employee will cooperate with the Employer in a request for deferral of jury duty whenever, in the Employer's judgment, such a request is necessary.

Section 2 — Military Duty:

Employees covered by this agreement shall be granted leave for military service in accordance with the then existing provisions of State and Federal law. An employee who takes a military service leave shall comply with the following requirements:

(a) The employee shall notify his immediate supervisor and the appropriate Dean in writing as far in advance of required military assignment but not later than the first available opportunity following receipt of military orders or other official notification of assignment. A copy of military orders must be provided to the appropriate Dean.

(b) An employee who takes a military leave shall be responsible for presenting to the appropriate Dean an official record of time spent in active military service in the event the employee is entitled to payment from the college for that time.

(c) The employee will cooperate with the Employer in a request deferral of military duty whenever, in the Employer's judgment, such a request is necessary.

ARTICLE V
FUNERAL LEAVE

In the event of death of one of the following members of an employee's family: parents, spouse, children, brother, sister, mother-in-law, father-in-law or any other relative residing in the employee's home, the employee shall be granted paid leave days for the day of the funeral and the day preceding and the day following, provided that all such days were regularly scheduled work days of the employee.

ARTICLE VI
FIELD TRIPS

Section 1:

Written requests for student field trips, on forms to be supplied by the College, shall be submitted to the Department Head in advance for approval. Any trip involving the expenditure of funds must be approved in advance by the Dean.

Section 2:

No faculty member shall be required to use his personal vehicle for a field trip. However, a faculty member who voluntarily uses his personal vehicle when no appropriate college vehicle is available will be reimbursed on a per mile basis at the current rate, as established by Ontario County. Personal vehicles will not be used for field trips without the prior permission of the Dean.

Section 3:

Existing liablity insurance policies, or their substantial equivalent, presently maintained by the College shall remain in effect during the term of this agreement.

ARTICLE VII
EVALUATION

Section 1:

Faculty members shall be evaluated whenever deemed necessary by the administration.

Section 2:

During the first three years of employment, a formal, written evaluation will be completed once annually.

Section 3:

After the first three years of employment, a formal, written evaluation will be completed at least once every three years.

Section 4:

After each written evaluation, the immediate supervisor shall discuss the written evaluation with the faculty member and each shall initial the evaluation at that time in recognition of having seen and discussed it, but such initialing shall be not construed as agreement or disagreement with such evaluation. Such evaluation shall be placed in the faculty member's personnel file.

Section 5:

A faculty member shall have the right to have his written response to an evaluation placed in his personnel file.

PERSONNEL FILES

The College shall maintain personnel files for employees covered by this agreement. Employees shall be entitled to review their own personnel files with the exception of pre-employment material and reference material prepared by the College in response to a request from other employers. Such pre-employment and reference material shall be utilized only for internal College purposes or for transmittal to the

requesting employer. An employee may review his personnel file at a time mutually convenient to the employee and the College. At the time of review, the employee may have an Association member accompany him.

ARTICLE VIII
MISCELLANEOUS

Section 1:

The Association shall be permitted to hold a meeting each month during any common hour schedule by the College, provided the meeting does not interfere with any faculty member's teaching or administrative duties. Additional meetings during the common hour may be permitted at the discretion of the President.

Section 2:

Copies of this agreement shall be reproduced by the College and made available to all faculty members.

Section 3:

Employees covered by this agreement who in the judgment of the College administration are qualified shall be given a preference over part-time and temporary personnel for intersession and summer session credit courses, and for overload credit courses taught between 8:00 a.m. and 5:00 p.m. during the academic year. Overload courses taught during the regular academic year which begin at 5:00 p.m. or later shall carry no preference for employees covered by this agreement. Department Chairpersons will be involved with the Dean for Continuing Education in the staffing of continuing education credit courses.

Section 4 — Overloads:

A. An overload hour shall be defined as a contact hour, including any course preparation necessary therefor, in excess of the normal teaching load assigned to a faculty member covered by this agreement, which is taught during the academic year, summer session, or intersession. In the case of twelve month employees covered by this agreement, an overload hour shall be defined as a contact hour, including any course preparation necessary therefor, taught outside such employee's normal working hours.

B. Each overload hour taught by a faculty member in excess of the normal teaching load allowed pursuant to Article X, The Work Schedule, shall be paid at the rate of Three Hundred Dollars ($300.00) plus two-thirds (2/3) of one percent (1%) of base annual salary (excluding all other compensation).

Section 5 — Independent Study:

When an Independent Study program is approved by the Dean of Instruction, the faculty member shall be compensated at a rate equal to the amount of tuition paid by the student for the Independent Study program, or equivalent tuition if the program is

undertaken by a full-time student. Independent Study programs will be excluded from all other workload and compensation policies specified in this agreement. Faculty members will be compensated upon completion of the program after certification by the Registrar's Office that a final grade for the student has been submitted by the faculty member.

Section 6:

Administrators in the bargaining unit shall be given academic rank which shall be awarded by the Board of Trustees on the recommendation of the President. Specialists in the bargaining unit shall be given academic rank which shall be awarded by the Board of Trustees on the recommendation of the President, such rank to be given on or before December 1, 1979.

Section 7 — Credit Union:

The Employer agrees to add a payroll deduction for employees who authorize the same in writing in accordance with the General Municipal Law for payments to one federally insured Credit Union to be designated by the Association on or before August 1, 1979. The deduction shall be made in a uniform amount, and the Association agrees to hold the Employer harmless for any and all liability or damages the Employer may sustain as a result of making the deductions provided for in this Section.

Section 8 — Early Retirement:

The parties hereto agree that it would be in the mutual interests of both parties to investigate the possibility of implementing an early retirement system for members of the bargaining unit. Therefore, during the term of this agreement, the parties agree to meet at mutually acceptable times to discuss whether and to what extent an early retirement system would be appropriate for the College. Any agreement between the parties shall be subject to the requirements of Article XXIII, Section 2, and the discussions between the parties shall not be considered a re-opening of negotiations under Article XXIII, Section 3.

Section 9 — Emergency Closing:

If classes are canceled by the College Administration, instructional personnel and developmental studies staff will not be expected to report to work.

Section 10 — Tuition Waiver:

A. All members of the Bargaining Unit shall be permitted to register for and attend, tuition free, any credit or non-credit course offered by the College provided space exists and provided that such attendance in no way interferes with his/her official duties.

B. During the term of this agreement, the dependent children and/or spouse of all unit members will be provided a tuition waiver upon enrollment as full or part-time students.

C. Students receiving the benefit of this tuition waiver must be residents of Ontario County. Each student must apply for both PELL and TAP awards; the waiver will cover the difference between PELL and TAP awards and the actual cost of tuition at the College.

D. Only available class space is to be used for this program, and it is understood and agreed that no new sections shall be created, and no staff shall be added to comply with the employer's obligations under this section.

ARTICLE IX
BOARD OF TRUSTEES — ASSOCIATION COMMUNICATIONS

The Association shall be provided with a current copy of the schedule of all regular meetings of the Board of Trustees. The Association may add to the agenda of regular public meetings of the Board of Trustees items of mutual concern between the College and the Association, provided such items are submitted, in writing, to the College President at least fifteen (15) days in advance of the meeting. Items which concern mandatory subjects of bargaining or which could arguably involve a grievance under this agreement shall not be appropriate items for addition to any meeting agenda.

ARTICLE X
THE WORK SCHEDULE

Section 1 — The Academic Year:

A. The academic year shall consist of two (2) semesters. Faculty members and Department Heads covered by this agreement shall perform teaching functions during both such semesters, as provided for in this Article. All faculty members shall be available for meetings and other administrative or planning duties during each semester and - or on days immediately preceding the first day of classes for each semester. All such days shall be developed with the calendar and will not exceed eight days per academic year, and not more than five days for one semester.

Other than provided above, all faculty members shall not be required to be available for any duties on scheduled holidays, recesses, or intersessions, or other periods of excused absence.

The maximum number of days of instruction to which a faculty member shall be assigned will not exceed seventy-eight (78) per semester. The teaching calendar shall be developed by the Association and forwarded to the College President no later than December 31 of each year. The President will review the calendar and either approve it or make such changes as he deems necessary before February 15.

In addition to teaching duties faculty members shall be available for meetings as called by the administration during the common hour, upon 48 hour notice. Faculty members will be available for departmental meetings as scheduled:

B. Twelve month employees in the bargaining unit shall be available for work during all normal office hours. If a twelve month employee is responsible for, and attends, college programs occurring outside normal office hours he may absent himself from some office hours upon the approval of the appropriate Dean.

C. The College will make every effort to provide each faculty member with a tentative teaching schedule by May 1 and December 1 for the Fall and Spring semesters respectively.

D. Employees covered by this agreement will be required to participate in the Commencement Ceremony.

E. In the event that the college administration cancels regularly scheduled classes, employees covered by this agreement shall attend convocations, assemblies, or other activities as required by the administration.

F. In addition to the work days scheduled herein, persons beginning employment for the first time at the college will be required to attend an orientation day prior to the start of the Fall semester.

G. The basic work week for titles other than full-time instructional personnel shall be 37.5 hours per week which shall be scheduled in a manner as to reasonably accommodate the particular needs of the Office, Division or Department. In acknowledging this work week, the parties recognize that professional staff may at times exceed the basic work week due to the demands of the College calendar. In such instances, Subsection B may be applied.

Section 2 — Teaching Load:

A. The normal teaching load per semester for faculty members covered by this agreement shall be as follows:

Contact Hours	Course Preparations	Subjects or Areas
17	3 Lecture and and Lab Courses or 2 Lab Courses	Biology, Chemistry, Conservation, Nursing, Physical Science, Physics, Technology, Secretarial Science
16	5	Health, Physical, Education, Outdoor Recreation
15	4	Music
15	3	Art, Languages, Speech, Theatre; and Lecture Courses without Labs regardless of subject area.

In lieu of instructional contact hours, a faculty member may agree with the Dean of the College to undertake a special project as part of his normal teaching load.

B. Provided no course preparations in addition to the normal teaching load are required, a faculty member may be assigned up to 3 additional contact hours in any one semester, provided either (a) his contact hours in the other semester of the same academic year are reduced by the same number of contact hours, or (b) in the event that course scheduling makes it impractical to assign a reduced number of contact hours, the faculty member shall be paid overload compensation in the semester where the reduction of hours was not accomplished. This provision shall not be applied to more than 20 percent of the faculty during any one academic semester.

C. If a faculty member agrees to one additional course preparation without any increase in contact hours, the faculty member may be assigned one additional course preparation and he shall be paid one and one-half overload hours.

D. The normal teaching load for the Association President shall consist of 3 contact hours less than the normal teaching load for his subject area; the number of preparations will follow the normal load for his subject area.

E. In addition to the above hours, faculty members and Department Heads will schedule one (1) hour off office time for student consultation on at least four (4) weekdays during each week while classes are in session. Each faculty member's schedule of office hours shall be submitted to and approved by the Dean and shall thereafter be posted.

Section 3 — The School Day:

The school day shall run from 8:00 a.m. to 10:00 p.m., Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturday. No faculty member shall be assigned teaching duties on more than five (5) days in any week. A week shall be defined as the period beginning Sunday at midnight and ending the following Sunday at midnight. However, members of the faculty, as of June 1, 1981, may normally be assigned to one (1) evening course (commencing after 5:00 p.m.) or one (1) Saturday course. Said faculty members may be assigned one (1) additional evening or Saturday course each only if necessary to give said faculty members a normal teaching load pursuant to this Article.

ARTICLE XI
PAST PRACTICES

Faculty benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this agreement and which are not specifically provided for by this agreement, shall remain in effect until changed by written policy statement from the President of the College. The President shall state his reasons for any major policy change.

ARTICLE XII
VACANCIES

Professional Positions:

Written notice of a vacancy in any professional position within the bargaining unit or any professional academic position outside the bargaining unit shall be sent to the Chairman of the Association at the time it is announced. Any faculty member who is interested in such a vacancy shall be provided with a description of the position upon written request.

ARTICLE XIII
THE GRIEVANCE PROCEDURE

Section 1 — Policy:

Both parties recognize the importance of an orderly clearly defined procedure to resolve differences which may arise from an alleged violation of the provisions of this agreement or the interpretation or application thereof. This procedure is established so that such grievances may be resolved promptly, on an orderly basis, in an equitable manner, and without coercion, restraint, or reprisal.

Section 2 — Definitions:

2.1 A grievance is any claimed violation, misinterpretation or inequitable application of any of the terms and conditions of this agreement.

2.2 An aggrieved party shall mean any faculty member or group of faculty members who files a grievance.

2.3 The terms days shall mean all days during which the College is open for business, whether classes are scheduled or not.

2.4 An informal presentation shall mean an oral statement by the faculty member of his grievance.

2.5 A formal presentation shall be a written statement of the grievance signed by the faculty member.

2.6 The Dean shall mean the College Dean having jurisdiction over the aggrieved party.

2.7 The President shall mean the President of the Community College of the Finger Lakes.

Section 3 — General Procedures and Principles:

3.1 An aggrieved party may be represented at all meeting and hearings at all steps and stages in the grievance and arbitration procedure by a representative designated by the Association.

3.2 Each written grievance shall include the name and position of the faculty member affected by the alleged grievance, the article and section of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

3.3 Nothing contained in this article shall be construed as limiting the right of a faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, or settling the grievance at any stage of these procedures.

Section 4 — Time Limits:

4.1 Any alleged grievance shall be deemed waived, and shall not be entertained unless presented at the first available stage within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.

4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of his grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4.4 The time limits provided herein may be extended by mutual agreement in writing.

Section 5 — Grievance and Review

5.1 Stage 1: Informal

(a) Within fifteen (15) days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the aggrieved party shall discuss the grievance with his Dean with the objective of resolving the matter informally.

(b) Within three (3) days after such discussion the Dean shall give his answer to the aggrieved party.

5.2 Stage 2: President

(a) If the grievance is not resolved informally, it shall be reduced to writing by the aggrieved party, on the agreed upon form

and presented to the President within five (5) days after the Dean has given his answer in 5.1 (b) above.

(b) Within five (5) days thereafter the President shall meet with the aggrieved party, his representative and all other parties in interest. Within five (5) days after this meeting, the President will render a written decision to the aggrieved party and his representative.

5.3 Stage 3: Board of Trustees

(a) If the aggrieved party is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further, the aggrieved party shall, within five (5) days after the conclusion of Stage 2, present the grievance in writing to the Board of Trustees.

(b) Within fifteen (15) days after the receipt of the appeal, the Board or its duly authorized representative, shall meet with the aggrieved party, his representative, and all other parties in interest.

(c) The Board shall render a decision in writing to the aggrieved party and his representative within five (5) days after the conclusion of the meeting.

5.4 Stage 4: Arbitration

(a) If the grievance is not resolved at Stage 3 and the aggrieved party wishes to pursue the grievance to arbitration, he shall so notify the Association. If the Association determines that the alleged grievance is meritorious, then no later than fifteen (15) days after the Board has rendered its decision at Stage 3 above, the Association shall submit a written notice to the Board of its intent to proceed to arbitration.

(b) Simultaneously with the delivery of the written notice to the Board, a copy of that notice shall be mailed to the American Arbitration Association or to the Public Employment Relations Board requesting that organization to submit a list of seven (7) arbitrators. From that list of seven (7) arbitrators the parties shall alternately strike names from the list until only one remains who shall be deemed the arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this agreement nor to make any decision which requires the commission of an act prohibited by law of which is violative of the terms of this agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The fees and expenses of the arbitrator will be shared equally by the College and the Association. All other expenses shall be borne by the party incurring them.

(g) No arbitrator shall decide more than one (1) grievance on the same hearing except by mutual agreement in writing between the Association and the Board of Trustees.

ARTICLE XIV
ADDITIONAL FRINGE BENEFITS

Health Insurance:

The College shall make available to each faculty member covered by this agreement the Blue Cross-Blue Shield coverage available to Ontario County management employees on March 30, 1983, and the full cost of this coverage shall be paid by the College.

This coverage is known as Contract Type NU8S, which contains the following provisions: Blue Cross 120, 120 day maternity all members, out-patient, $2.00 Co-Pay prescription drug rider, nursing home, private duty nurses, special schoool/state hospital, Blue Million, Blue Shield surgical, I.H.M., full obstetrical all members, X-ray rider, consultation, and first aid.

New coverage shall become effective on the first premium payment date following the date of employment providing the faculty member has completed the required application forms.

Any employee who is covered under another health plan at no cost to himself shall not be eligible for the above coverage. An employee who is on an unpaid leave of absence or has exhausted paid leave but whose employment has not been terminated shall be eligible for the above coverage only if he/she contributes the full cost thereof to the College Finance Office. In addition, any employee who is covered by this agreement who retires shall be eligible to continue the above coverage by remitting the full cost of the health plan to the College Finance Office each month.

Life Insurance:

The College shall provide term life insurance coverage in an amount equal to an individual's annual base salary to the nearest $500. The coverage shall be provided only to active employees or employees on a paid leave of absence taken pursuant to this agreement.

Disability Insurance:

The College shall provide disability insurance coverage for employees covered by this agreement under the terms of the existing Teachers Insurance Annuity Association (TIAA) group total disability insurance policy, or its substantial equivalent. This coverage shall be provided only to active employees or employees on a paid leave of absence taken pursuant to this agreement.

ARTICLE XV
DEPARTMENT AND DIVISION HEADS

Section 1. Department Heads

A. Department Heads will be members of the bargaining unit; they are appointed to administer an area of the college designated as a department. The appointment of a Department Head will be made via the process of the President's nomination of a candidate, department consideration and response, with final decision and appointment made by the President.

B. The term of appointment will be at the discretion of the President to be effective June 15th. Notification of re-appointment of existing Chairpersons will be made no later than May 1st. A yearly evaluation of Department Heads by Administration and department members will be conducted under the President's direction. A Department Head may be removed for failure to receive satisfactory evaluations.

C. Department Heads will perform their duties during the academic year and an additional thirty (30) days as follows:

(1) five days immediately preceding each semester
(2) five days immediately following the spring semester
(3) fifteen days during intersession and/or summer session, no more than five during intersession. Appropriate days of work will include January and summer departmental registration days, additional days will be arranged with the Dean of Instruction prior to June 1st.

D. The responsibilities of a Department Head are those which are specified in Board of Trustees Resolution No. 54-1985.

E. Department Heads will be compensated for the performance of the duties of Paragraph D during the academic year by a reduction of teaching assignment to no more than twelve (12) hours per academic year. Compensation for the additional thirty (30) days will be at $3,500.

Section 2: Division Heads

A. The appointment of a Division Head, when a member of the bargaining unit, will be made via the recommendation of the Dean of Academic and Student Affairs, with final decision and appointment

being made by the President and, where appropriate, by the Board of Trustees.

B. Division Heads will serve in accordance with the terms of their appointment. A yearly evaluation of division heads will be conducted by the appropriate college officer.

C. The responsibilities of the division head are those which are specified in the Board of Trustees Resolution No. 55-1985.

ARTICLE XVI
MANAGEMENT RIGHTS

Section 1:

The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and location of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the right to control the buildings, real estates, materials, parts, tools, aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

Section 2:

The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this agreement.

Section 3:

The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE XVII
PROFESSIONAL IMPROVEMENT

An employee desiring to attend a conference, workshop, institute, seminar or professional meeting shall submit a request to his Department Head (or if he has no

Department Head, directly to his Dean) explaining the nature, time, place and anticipated expense of the scheduled event. Such requests shall be forwarded from the Department Head with his recommendations to the Dean whose approval or disapproval shall be final and not subject to any grievance or arbitration provision.

Faculty members shall suffer no reduction in salary when attending conferences, workshops, institutes, seminars, and professional meetings. The College agrees to pay the reasonable expenses of the faculty members who have approval to attend such activities, which expenses are expected to conform closely to the anticipated expense set forth in the written request. The College may provide a college car; however, if a private car is used, reimbursement shall be made at the rate of twenty-one (21) cents per mile.

ARTICLE XVIII
SICK LEAVE

Section 1:

Employees shall be allowed up to ten (10), or in the case of regular twelve months appointments, twelve (12) sick days per year, accumulative to a maximum of one hundred and eighty (180) days.

Section 2:

This leave will be credited and accumulated at the rate of one (1) day per calendar month beginning September 1 of each calendar year. Newly hired employees shall be credited their first year's sick leave days at the beginning of the academic year. These leave days are earned, however, on a monthly basis; i.e., one (1) day per month. If an employee terminates employment before the end of the academic year, he shall reimburse the College for leave days that were utilized but unearned.

Section 3:

Sickness for purposes of this Article shall mean that the employee is sick and unable to work on a regularly scheduled workday for which he requests payment for sick leave, either as a result of illness or injury. Sickness shall not include a voluntarily incurred disability.

Section 4:

When the Administration believes that sick leave days are being utilized for unauthorized purposes, it may require an employee, as a condition of payment, to submit a statement from his physician certifying the nature of the illness. When continuous sick leave exceeds five (5) school days, the employee may be required to submit a physician's statement indicating the probable period of disability so the College can make arrangements for providing substitutes. Where continuous sick leave exceeds thirty (30) calendar days, the employee may be required to submit to physical examinations at reasonable times by a physician selected and paid by the Employer.

Section 5:

Any employee who has been absent from work due to sickness in excess of his available sick leave shall immediately apply for a Leave of Absence without pay under Article II of this agreement.

Section 6:

Any amount of time taken as sick leave shall be charged as one full day of sick leave, but non-instructional personnel may charge sick leave in one-half day segments.

Section 7:

There shall be no pay or other benefits in lieu of unused sick leave.

Section 8:

An employee who becomes pregnant shall notify the Dean as soon as possible of her expected delivery date.

A pregnant employee may utilize available sick leave days for pregnancy related sickness unless she is on unpaid leave as provided below.

A pregnant employee who wishes to discontinue working prior to the onset of pregnancy related disability must apply for a Leave of Absence Without Pay under Article II. Sick leave may not be utilized during this unpaid leave period.

An employee who wishes a leave period following the termination of her pregnancy related disability (and who has not requested and been granted a leave covering such time under the preceding paragraph) shall apply for a Leave of Absence Without Pay under Article II. Sick leave may not be utilized during this unpaid leave period.

Section 9 — Family Leave:

The employee may use up to three days per year of his accumulated sick leave for illness within his immediate family.

Section 10 — Sick Leave Bank:

A sick day bank will be established for the members of the bargaining unit of the Faculty Association of the Community College of the Finger Lakes.

Membership in the sick day bank will be voluntary. Those electing to participate in the sick day bank will contribute one day from his or her sick leave accumulation. Bargaining Unit Members shall have the opportunity to elect to participate in the sick day bank no later than October 1 of each year or within 30 days of employment if hired after the beginning of the school year. Only such members will be eligible to use days from the bank.

The sick day bank may only be used for disabilities or illnesses that are not job related. Medical reports by the member's physician may be required as a condition for use of the bank. Other than new enrollees, no new days will be added to the bank until it has been depleted to 40 days or less. When the bank has been so depleted, all members of the sick day bank will be automatically assessed one day which will

be added to the bank. This process will be repeated at any future time the bank is again depleted to 40 days.

A person withdrawing from the bank will not be able to withdraw his or her contributed day (or days). Eligibility for award from the sick day bank requires the employee to be legitimately ill for a minimum of 5 consecutive workdays, and to have completely exhausted all of his or her own accrued leave time. Awards will be granted up to a maximum of 60 days. Extension of the 60-day maximum is possible up to a maximum of 120 total days, subject to the approval of the sick-day-bank committee. An employee who has used 120 days from the bank must be back to work for 8 work weeks before a further application will be considered.

The sick day bank will be administered by a 3-person sick-day-bank committee consisting of the Dean of Academic and Student Affairs at the College, the Vice Chairperson and the Secretary of the Faculty Association. The Dean of Academic and Student Affairs shall serve as convener of the committee at appropriate times, as required, to deal with applications for awards of the sick bank days. The Dean of Academic and Student Affairs shall also serve as secretary for the committee, and shall be the individual to give written notice of award of sick bank time to both the applicant and to the College Finance Office. The Office of the Dean of Academic and Student Affairs shall be the location to which applications for award are made. All applications for award and all notices of an individual's intent to join or to withdraw from the sick day bank must be in writing, and will be effective only when filed with the Dean of Academic and Student Affairs.

The Dean of Academic and Student Affairs shall prepare, and direct to the attention of the President of the College and to the Chairperson of the Faculty Association, a confidential summary report on sick-day-bank awards and status, on or before October 15 and April 15 of each year.

In the event that the sick-day-bank committee requires any medical records in support of an application, the Dean of Academic and Student Affairs is designated as the custodian of such information. The medical information shall be held as confidential, shall be available only to committee members and to the President of the College and to the Chairperson of the Faculty Association. All such information shall be returned to the applicant as soon as an award has been completed.

The decision of the sick-day-bank committee shall be final, and no award or denial of an award under this Article shall be subject to the grievance or arbitration procedure.

ARTICLE XIX
VACATION LEAVE FOR TWELVE-MONTH EMPLOYEES

Section 1:

Regular twelve-month employees covered by this agreement shall be granted 21 working days as paid vacation per year, to be earned at a rate of 1.75 days for each month of employment

Section 2:

In the discretion of the appropriate administrative officer, employees may be permitted to take earned vacation days at any time.

Section 3:

Any amount of time taken as vacation leave shall be charged as one full day of vacation leave. Any hours worked on the day taken as vacation leave shall not be paid for in addition to the vacation pay recieved.

Section 4:

Vacations shall not be cumulative from year to year, except that any employee suffering a particular hardship may submit a written request to the Dean of the College for the accumulation of vacation leave. The Dean will make a recommendation concerning the request to the President of the College whose decision shall be final. In any event, leave may not accumulate to more than 30 working days.

Section 5:

In the event of termination, an employee shall be paid for all earned vacation which has not been taken.

ARTICLE XIX - A
HOLIDAYS

Section 1:

Bargaining Unit members will receive 11½ paid holidays. Christmas, New Year's, Memorial Day, Independence Day, Labor Day, and Thanksgiving shall be observed on their traditional davs, and the remainder will be determined by the College calendar. This section shall not apply to employees whose work schedule is governed by the Academic calendar nor employees whose appointment does not normally require attendance during a period of a holiday observance. If a designated holiday falls on a Saturday or a Sunday, and is not observed on an alternative day, the employees will receive a floating holiday in its place.

ARTICLE XX
RETRENCHMENT

Section 1:

Retrenchment is defined as the termination of the appointment of a unit member with the exception of those on probationary or temporary appointment as a result of lack of funding, a reduction in student enrollment, or curtailment of programs and/or services.

Section 2:

If the President reasonably anticipates that retrenchment may be necessary, he shall immediately advise the Faculty Association. The Executive Committee of the Faculty Association shall be afforded the opportunity to meet with the President of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need for retrenchment. It is understood that the administration will make every effort to eliminate the use of overloads, temporary workers and adjunct faculty in a given discipline, department or division before retrenchment is considered in any of the above areas.

Section 3:

If the President of the College, after meeting with the Executive Committee of the Faculty Association, decides to pursue retrenchment, he shall indicate within five (5) days in writing the criteria that will be used to identify the retrenched individual. All relevant performance factors being equal, seniority within a discipline shall govern in the event of retrenchment. Unit members whose positions are to be retrenched during the following year shall be notified by the President in writing not later than December 15. Where circumstances were not foreseen or conditions which are beyond the control of the employer indicate the necessity for retrenchment, failure to comply with the December notification provision will not prevent the initiation of retrenchment procedures.

Section 4:

A retrenched unit member shall have hiring preference for any full-time or part-time vacancy, for which the member is qualified, that exists at the time of retrenchment or for any subsequent vacancy during the term of this agreement.

If the retrenched unit member's position is reinstated during the term of this agreement, the retrenched unit member will be given the first opportunity to be rehired. A unit member reinstated to his original retrenched position shall be compensated at the salary rate he received when the retrenchment occurred plus any general increases in staff salaries that were granted in the interim. The period of his retrenchment will be deducted from his seniority, which will be calculated from his original date of hire for the period of employment.

The employer will provide the retrenched unit member assistance in obtaining a professional position with another educational institution.

Section 5:

If retrenchment occurs, and the retrenched unit member desires retraining, the unit member may choose either A or B below:

A. The employer will consider the retrenched unit member for the following benefits:

(1) Use of college development funds for education and/or retraining;
(2) Sabbatical leave, provided that the retrenched unit member and the employer have agreed upon a program of retraining which will reasonably result in the individual's being rehired by the employer; or
(3) The retrenched unit member may be considered for the benefits of Article 8, Section 10, tuition waiver, during the term of this agreement.

B. In the event the retrenched unit member does not receive benefits under A, or elects not to seek such benefits, the employer agrees to reimburse the retrenched unit member up to $300.00, upon presentation of a receipt within six months of retrenchment, for any payment which said member may make to the RIT Counseling Center for career counseling and job development analysis.

Section 6: Review

The Association and the Employer agree to meet and confer during the term of the agreement on issues of retrenchment, and Article XX of the contract may be modified during the term of this agreement by mutual consent of the parties.

At the end of the retraining period, the unit member who makes use of this option shall be given preference for appointment to a position in a new area for which the member is qualified.

ARTICLE XXI
PROBATIONARY AND CONTINUING APPOINTMENTS

Section 1 — Probationary Appointment:

Employees covered by this agreement shall serve a three (3) year probationary period. It is understood and agreed between the Association and the College that probationary employees may be terminated in the sole discretion of the College and without recourse to this agreement or any administrative or court review. The probationary period may be extended by the mutual written consent of the Association and the College. If a temporary employee, as defined in Article I, Section 5, is granted an appointment as a probationary employee under this agreement immediately after such temporary appointment, the time worked as a temporary employee shall be counted as part of the probationary period for purposes of this Article.

Section 2 — Continuing Appointment:

At the end of the probationary period provided for in Section 1 above, employees may be given a continuing appointment by the Board of Trustees upon the recommendation of the President. Continuing appointment is granted for a period of five (5) years.

Section 3 — Procedure for the Granting or Denial of Continuing Appointment:

Employees will be notified no later than March 1 of the first and second probationary years as to whether they will be reemployed for the following probationary year. During the last probationary year, and during the last year of a five year continuing appointment term, the employee shall be notified no later than the last week of the first semester as to whether continuing appointment or the renewal thereof shall be granted.

If the Board of Trustees resolved not to grant an initial term of continuing appointment or the renewal of continuing appointment status, the employee affected shall be entitled to request a hearing before the Board of Trustees for the purpose of reviewing such action, provided that the request for review is submitted to the President in writing within ten days following notification of the Board's action. In any review of continuing appointment status, the Board of Trustees shall base its decision on the performance evaluations and other materials contained in the employee's personnel file.

Section 4 — Right to Arbitration:

In cases of non-reappointment at the end of any five year appointment term or for dismissal during such a term, an employee may seek arbitration by following the provisions of Section 5.4 of Article XIII (Grievance Procedure) within fifteen (15) days of the Board's decision after the hearing held under Section 3 of this Article.

In any such arbitration, the power and authority of the arbitrator shall be limited to reviewing whether the decision of the Board was arbitrary and capricious and without any support in the materials considered by the Board. The arbitrator shall have no power to review the academic judgment of the Board. If the arbitrator does not sustain the Board's decision under this standard, his remedy shall be limited to awarding the employee a one-year appointment, at the end of which the Board will again review the employee's personnel file and decide whether or not to grant a five year term of continuing appointment. In any arbitration under this Section, the burden of proof shall be on the employee.

ARTICLE XXII
SALARIES

Section 1:

Faculty members shall be compensated according to their academic rank or administrative classification as listed below:

	MINIMUM SALARY		
ACADEMIC RANKS:	1985-86	1986-87	1987-88
Assistant Instructor	$15,128	$16,263	$17,401
Instructor	16,494	17,731	18,972
Assistant Professor	18,481	19,867	21,258
Associate Professor	20,758	22,315	23,877
Professor	23,302	25,050	26,804
ADMINISTRATIVE CLASSIFICATIONS:			
SPECIALISTS	$15,711	$16,889	$18,071
College Nurse Educational Media & Communications Specialist Laboratory Assistant Media Production Specialist Technical Specialist			
ADMINISTRATOR I	$18,235	$19,603	$20,975
Assistant Director of Admissions Assistant Librarian Bursar Coordinator of Audio Visual Services Continuing Education Librarian Director of Career Planning Director of Counseling Director of Financial Aids Director of Placement Director of Special Programs EOP Director Media Librarian Student Life Staff Counselor			
ADMINISTRATOR II	$21,275	$22,871	$24,472
Administrator/Counselor Associate Librarian Director, Academic Computer Center Director of Admissions Division Head, Developmental Studies Division Head, Instructional Services Director of Off-Campus Programs Director of Student Activities Programmer/Analyst			

Section 2:

When the Board of Trustees approves the promotion of a faculty member from one academic rank to the next higher academic rank, the faculty member shall receive a salary increase of 5 percent or the minimum salary for the new rank, whichever is higher.

Section 3:

It is understood and agreed that there are no salary steps and no schedule and that additional compensation may be awarded in the sole discretion of the College to faculty members who perform extra duties or whose performance is deemed outstanding by the College. The employer agrees to provide the total sum of Fifteen Thousand Dollars ($15,000) in each academic year for distribution in the sole discretion of the College to those faculty members who demonstrate merit and fitness for promotion or merit pay, or both.

Section 4:

For the 1985-86 academic year, returning faculty will receive salary increases as follows: each 1984-85 base salary shall be multiplied by 7.5% and said amount shall be added to the 1984-85 base salary to produce the compensation for the 1985-86 academic year.

For the 1986-87 academic year, returning faculty will receive salary increases as follows: each 1985-86 base salary shall be multiplied by 7.5% and said amount shall be added to the 1985-86 base salary to produce the compensation for the 1986-87 academic year.

For the 1987-88 academic year, returning faculty will receive salary increases as follows: each 1986-87 base salary shall be multiplied by 7.0% and said amount shall be added to the 1986-87 base salary to produce the compensation for the 1987-88 academic year.

Section 5:

Salary payments for all ten-month employees shall be made by check in twenty-six (26) equal bi-weekly installments unless before August 1 a faculty member requests, in writing, on forms provided by the College, that his salary be paid in twenty-one (21) equal bi-weekly installments. The first installment shall be made on the first Ontario County payroll date after the beginning of the College's fiscal year.

Salary payments for all other employees covered by this agreement shall be consistent with Ontario County payroll procedures except that one-week's salary shall not be withheld.

Section 6 — Longevity Bonus:

When a member receives a five-year continuing appointment and begins work thereon, he shall receive a $1,500 bonus (less applicable withholding) which shall not be added to his base salary and will be paid once every five years. This will be effective with persons beginning five year continuing appointments in the Fall of 1983.

ARTICLE XXIII
DURATION AND CHANGES

Section 1:

The provisions of this agreement shall be effective on and after September 1, 1985, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This agreement shall continue to full force and effect until midnight August 31, 1988.

Either party to the agreement may request negotiations for a successor agreement by giving written notice of such desire not later than ninety (90) days or earlier than one hundred (100) days prior to August 1, 1988, or the agreement shall continue in full force and effect until such written notice is given between 90 and 100 days prior to August 1, of any subsequent year.

Section 2:

This agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this agreement shall supercede or vary the provisions herein. On its effective date, this agreement shall supercede the agreement between the parties for the period September 1, 1983 through August 31, 1986, which was executed by the employer on April 15, 1983, and by the Association on April 19, 1983.

Section 3:

It is agreed that both parties had the full opportunity to negotiate with regard to those items which are subject of mandatory collective bargaining under law. Therefore, both parties agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.

Section 4:

This agreement is subject to ratification by the Association and is further subject to the ratification and legislative approval by the Ontario County Board of Supervisors. Both negotiating teams agree to fully recommend and urge the ratification of this agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: 4-26-85

William R. Compton
Chairman of the Board of Supervisors

Dated: 4-26-85

Marilyn Hurlbutt, Chairperson
Faculty Association
Community College of the Finger Lakes

APPENDIX A
DETAILED ANALYSIS OF SABBATICAL

1. BASIC PURPOSE:

   a. Specific Goals to be Achieved.

2. FORMATIVE EVALUATION:

   a. Tasks Undertaken
   b. Tasks Completed
   c. Results or Conclusions

3. SUMMARY EVALUATION:

   a. Findings
   b. Goals Actually Obtained: How Changed from Original

4. HOW HAS THIS FIT INTO YOUR EDUCATIONAL PLANNING AND PROGRESS, BOTH FOR THE PRESENT AND FUTURE?

5. HOW HAS THIS AFFECTED YOUR PROFESSIONAL DEVELOPMENT BOTH FROM A PERSONAL STANDPOINT AND FROM THE STANDPOINT OF SERVICE TO COMMUNITY COLLEGE OF THE FINGER LAKES?

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE

AND THE

COUNTY OF DUTCHESS

AND THE

DUTCHESS UNITED EDUCATORS

1983-1987

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AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

ARTICLE I:

RECOGNITION

1. Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees) acting on behalf of the local sponsor recognizes Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all full-time professors, associate professors, assistant professors and instructors (hereinafter referred to as teaching educators), and all full-time non-teaching professionals serving in the following positions (and hereinafter referred to as non-teaching educators):

Director of the Library
Associate Dean of Administration (facilities)
Associate Dean of Student Personnel Services
Associate Director of Admissions
Registrar and Director of Admissions
Director of Student Activities
Director of Career Development, Placement & Transfer Services
Director of Financial Aid
Director of Developmental Education
Counselor
Assistant Director of Student Activities
Director of Scheduling
Assistant Director of Information Systems
Assistant Director for Computer Based Education and Training
Assistant Librarian
Assistant Dean of Community Services
Coordinator of Audio Visual Services
Assistant Registrar for Records
Coordinator of Inmate Education
Coordinator of Study Skills
Assistant Registrar for Registration
Personnel Administrator/Counselor
Inmate Education Program Assistant
Study Skills Specialist
Registrar/Admissions Counselor
Assistant Director of Financial Aid
Admissions Counselor
Asst. Director of Career Development, Placement & Transfer Services
Field Lab Supervisor

Lab Assistant
Nursery School Educator
Associate Dean of Community Services and Special Programs
NTEs on Grants
Temporary Full-Time Faculty
Student Personnel Assistant
Associate Librarian

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

ARTICLE II:

RESPONSIBILITIES OF THE BOARD OF TRUSTEES

2. Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

ARTICLE III:

RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.1 Collective Bargaining Rights:

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in DUE or his participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his institution of any grievance or complaint under this Agreement.

3.2 Membership Dues Deduction:

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

ARTICLE IV:

DUE BENEFITS

4.1 Use of College Facilities:

DUE may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

4.2 Release Time for DUE President:

Teaching educators serving as President of DUE will be released six (6) contact hours per academic year, along with registration duties and committee assignments.

4.3 Distribution of Agreement:

Copies of this Agreement shall be printed by the Board of Trustees and four hundred (400) copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

4.4 Academic Calendar:

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

ARTICLE V:

BENEFITS FOR EDUCATORS

Professional Development

5.1 Annual Load Redistribution for Graduate Work, etc.:

In order to accommodate teaching educators who wish to take graduate courses, or perform other professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may elect to teach a maximum of three extra-service contact hours, in the Fall semester, without compensation, in order to reduce their required teaching load in the Spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may teach a maximum of three contact hours in the Summer session subsequent to the academic year, without extra-service compensation, in order to achieve a full teaching load for that academic year. It is further understood that if a teaching educator is unable to teach the number of contact hours, in the Fall or Summer, which are necessary to achieve a full teaching load, as required in their discipline, they will have their annual contact salary adjusted accordingly for that year.

5.2 Book Allowance, Travel Funds, etc.:

For 1983-1984 only, each department shall be provided with a sum of money equal to $150 for each full-time educator of the department to attend professional conventions, conferences, and seminars. This allocation will be subject to budget approval.

Additionally, for the period of 1983-1984 only, educators shall be reimbursed up to $50 for the cost of professional books, journal and subscriptions of a job related nature subject to guidelines promulgated by the Board of Trustees.

For the 1984-1985 academic year, educators shall be reimbursed up to $200 to cover both the cost of conferences, professional books, journals and subscriptions of a job related nature. Starting with the 1985-1986 academic year, and for the remainder of the contract, the allowance for this activity will be $250 per educator. Guidelines for the administration of this policy will be promulgated by the Board of Trustees.

5.3 Tuition Reimbursement:

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for graduate study as approved by the Department Head and the Dean of Academic Affairs for teaching educators and by the appropriate supervisor and the President for non-teaching educators.

For 1983-1984 the sum shall be $17,000; for 1984-1985 the sum shall be $21,000; for 1985-1986 the sum shall be $23,000; for 1986-1987 the sum shall be $25,000. Limitations shall be $600 per year for any one educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for the administration of this policy will be promulgated by the Board of Trustees.

5.4 DCC Course Enrollment:

All members of the bargaining unit will be able to attend any class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The Professional Development allowance may be used to purchase texts and/or materials necessary for the class. (4) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in their personnel folder verifying this professional development activity.

Holidays, Vacations, Leaves

5.5 Vacation and Holidays:

Non-teaching educators, other than temporary appointments shall be granted twenty-one (21) working days vacation per year. After five (5) full years of service at Dutchess Community College, non-teaching educators shall be granted an additional vacation day. Non-teaching educators may receive payment for up to five (5) unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five (5) unused vacation days which shall be used by January 1 of the following year. There shall be eleven (11) holidays per year.

5.6 Sick Leave:

(a) The Board of Trustees agrees that educators with ten (10) month responsibilities shall be granted ten (10) working days sick leave with pay for each year of service. Educators with twelve (12) month responsibilities shall be granted twelve (12) working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 140 working days. The College's unit for computation shall not be less than one-half day.

(b) If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to ten (10) days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long term disability insurance becomes effective -- whichever is sooner. Such authorization shall not be unreasonably denied.

(c) The group long term disability insurance program for educators shall be increased to provide improved benefits as per the July 1976 TIAA formula. (Information is available in the Business Office.)

(d) Upon the death of any educator while in service at the College, payment up to forty (40) days of any remaining accumulated sick leave will be paid by the College to his estate, at the rate of $50 a day.

(e) Upon retirement educators with unused days of sick leave and ten (10) years of credited full-time service, shall be paid one (1) day for each three (3) unused sick days, up to a maximum of forty-five (45) days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day and to non-teaching educators 1/240 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

5.7 Sabbatical Leaves:

(a) The Board of Trustees agrees that every tenured teaching educator having six (6) years of consecutive service, shall be eligible for sabbatical leave. Further, full-time non-teaching educators on other than temporary contracts, having six (6) years of consecutive service shall be eligible for sabbatical leave.

(b) The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five (5) percent of the teaching educators and five (5) percent of the non-teaching educators each academic year consistent with the requirements of the College.

(c) Those taking half-year sabbaticals during the Spring semester shall not be required to return to work following the Christmas break if the Dean of Academic Affairs approves.

5.8 Personal Leave:

The Board of Trustees shall grant teaching educators three (3) days of personal leave credit per academic year and four (4) for non-teaching educators. In addition, those educators whose religion prohibits them from working on certain days, shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

5.9 Maternity and Paternity Leave:

(a) The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable.

Leaves under this provision shall not exceed one year.

(b) Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

(c) Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

(d) Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

5.10 Jury/Court Appearances/Military Duty:

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

5.11 Leaves Without Pay:

(a) The President and the Board of Trustees may, upon request by an educator grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to thirty (30) calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, fringe benefits will be continued.

(b) In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary schedule that he would have been on had he worked in the College during such period exclusive of rank promotion. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

Health

5.12 Health Insurance:

Full participation of educators in the New York State Government Employees Health Insurance Program, including Healthshield Community Health Plan will be paid by the employer.

5.13 Dental Insurance:

A dental plan will be implemented effective the 1984-1985 academic year to include educators and their families. Up to $60,000 will be allocated to implement this plan. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

Retirement

5.14 Early Retirement:

(a) Educators retiring will be continued in the New York State Government Employees Health Insurance program with the premium paid by the College as prior to their retirement until the educator accepts other employment with an employer with a health insurance program or until social security retirement health benefits become effective.

(b) Educators upon reaching the age of 55 with at least ten (10) years of credited service at Dutchess Community College or after twenty (20) years of full-time credited service at Dutchess Community College shall be entitled to the following retirement incentives.

Age of Retirement		Incentive % of Final Academic Year Salary
55	with 10 years of full-time credited service at DCC	95%
55 or less	after 20 years of full-time credited service at DCC	95%
56		90%
57		80%
58		70%
59		60%
60		50%
61		40%
62		30%
63		20%
64		10%
65		0%

(c) Educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President by January 1, prior to the academic year in which they plan to retire whether this is expected to be at the end of the next Fall or Spring semesters. Educators shall receive such incentive payment in a lump sum during the last semester of full-time employment. This distribution shall be during the last pay period preceding the effective date of their retirement or for faculty on Extended Early Retirement during the last pay period preceding their movement to half-time lecturer.

(d) Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(e) Teaching educators who choose early retirement may at the time of application also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five (5) years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

It is further understood that as half-time lecturers teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (a).

Other

5.15 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to the faculty, in accordance with protocol, required for convocations for commencement exercises.

ARTICLE VI:

RESPONSIBILITIES AND PRACTICES OF EDUCATORS

6.1 Outside Compensated Activities:

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Educators engaging in outside compensated activities shall notify the President prior to the acceptance of such commitments and shall specify in writing their exact nature and duration. After stating the reasons, the President may withhold approval of such activities or request their discontinuance.

6.2 Professional Obligations:

The professional obligations of teaching educators shall begin on Tuesday immediately following Labor Day or two (2) working days before the start of classes, whichever comes first and shall terminate with the completion of their professional duties, which may be no later than three (3) working days following graduation exercises, except that nothing herein shall prohibit the assignment of duties related to registration. The professional obligation shall be from September 1 until the following August 31.

There shall be two formal registrations for students each academic year. The first, for the Fall semester shall be known as Fall Registration, and the second for the Spring semester shall be known as Spring Registration. The Board of Trustees may schedule the Fall Registration at any time commencing on the Monday of the last full calendar week of August to and including the Friday of the second full week of September. Spring Registration shall be conducted in the period from early January to early February as scheduled by the Board. Staff shall be assigned duties involving registration as provided in the Professional Staff Handbook.

6.3 Annual Teaching Load:

Teaching educators shall teach in each academic year a maximum of thirty (30) contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Health Technologies, Mathematics, Philosophy, Psychology, Spanish, Speech. Those educators teaching English shall teach in each academic year a maximum of twenty-seven (27) contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of thirty-three (33) contact hours without additional pay in the following disciplines: Architectural Technology, Art, Astronomy, Biology, Child Care, Chemistry, Community Mental Health Assistant Technology, Communications Media, College Study Skills, Data Processing, Dental Assisting Technology, Dental Laboratory Technology, Dietetic Technician, Early Childhood, Electricity and Electronics, Engineering, Electromechanical Technology, Physical Sciences (Geology), Medical Assisting Technology, Mechanical Design, Medical Laboratory Technology, Music, Natural Resource Conservation, Nursing, Physical Education, Physical Sciences, Physics, Photography, Police Science, Reading, Recreation Leadership, Retailing, Secretarial Science, and Theatre. The Clerical Skills Specialist will teach a maximum of forty-two (42) contact hours. Those educators teaching Mechanical Drawing shall teach in each academic year a maximum of fifty (50) contact hours without additional pay. However, if thirty (30) lecture hours are taught in a year, it shall be a full load.

6.4 Evening Assignments to Make Full Load:

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Dean of Academic Affairs and support of the appropriate department head. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Dean of Academic Affairs.

6.5 Office Hours:

Normally, teaching educators shall maintain and post four (4) office hours per week on four (4) different days for the purpose of advising and assisting students with their course work. Exceptions may be made with the approval of the Dean of Academic Affairs.

6.6 Advisees:

Normally, educators shall be assigned no more than twenty (20) students as advisees per semester. The major criterion for assigning students shall be the area of competence of the educator. Exceptions may be made upon request of the educator to the Dean of Academic Affairs. Educators will be expected to devote an appropriate period of time as outlined in the Professional Staff Handbook advising their assigned advisees; such time not to include that spent in student conferences related to instructional and course work. Educators will assume responsibility for contacting their assigned advisees and taking any required initiative to assure that effective advisor-advisee relationships and records are developed and maintained as outlined in the Professional Staff Handbook.

6.7 Master Schedule Guidelines:

(a) Classes should be assigned to rooms and laboratories which can properly accommodate them;

(b) To the extent possible a class should be assigned to meet in the same room for all its lecture sessions;

(c) The regular College teaching day shall begin at eight a.m. and terminate at four-fifty p.m., except that on Thursdays, such hours shall be from eight a.m. to five-fifteen p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Dean of Academic Affairs and the appropriate department head;

(d) The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Dean of Academic Affairs is permissible in order for the teaching educators to make full load.

(e) Department heads, after consulting with program chairmen and other teaching educators, shall inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

(f) Specific assignments for teaching educators will be determined within each department and approved by the Dean of Academic Affairs.

6.8 Work Week for NTEs:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

6.9 Committee on NTE Job Security:

The joint committee established by the President and DUE to study the question of job security for non-teaching educators may be reconvened to review and clarify existing procedures. Non-teaching educators with three (3) years or more service shall be given one (1) year's notice in the event their services are terminated.

ARTICLE VII:

GENERAL PROFESSIONAL PRACTICES

7.1 Personnel Files:

(a) The Board of Trustees shall maintain two files, an open file and a closed file, for each educator.

(b) The open file shall contain all materials accumulated following his/her initial appointments to the College.

(1) The open file, kept in the office of the Dean of Academic Affairs, shall be available for review by the educator and his or her representative pursuant to the procedures promulgated by the Board of Trustees in the appropriate section of the Professional Staff Handbook.

(2) The educator shall have the right to read the contents of the file and attach any comments which he/she may deem relevant to any of the materials contained therein.

(c) The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

(d) At the end of each academic year department heads shall deposit in the open file any memoranda or communications bearing upon the professional performance of an educator including merit evaluations. Any of this information not placed in an open file should be destroyed.

7.2 Promotion of Teaching Educators:

(a) The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

(b) A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees in the development of decisions on promotion of teaching educators, continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of ten (10) tenured faculty members, with one-half (½) elected annually by the teaching educators. Five (5) members shall be from the general education disciplines; five (5) shall be from the career disciplines; and at least one of either five (5) shall be a department head, alternating between the general education disciplines and the career disciplines. No candidate for promotion shall serve on the Committee during the period of his/her candidacy for promotion.

(c) Within each department of the College all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the department head and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department heads who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited to appear before the Committee to support their recommendations. A department head may be accompanied by an additional staff member of his/her choice. Department heads may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

(g) Eligibility for tenured appointments is set at no more than six (6) years of full-time teaching at the College.

7.3 Removal of Tenure:

(a) The Tenure Hearing Committee in the removal of tenure procedure will include twelve (12) tenured teaching educators respectively who receive their appointments by vote of the tenured faculty. The twelve (12) members will include six (6) from the general education disciplines and six (6) from the career disciplines.

(b) The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of $1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

7.4 Non-Renewal of Appointments of Non-Tenured Teaching Educators:

(a) At the time of initial appointment, teaching educators will be advised of the criteria and procedures employed in decisions affecting renewal.

(b) To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, department heads will be required to confer annually with teaching educators on term appointments.

(c) Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) In the event a recommendation not to review an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) The Committee on Promotion and Tenure shall review negative decisions, if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

7.5 Retrenchment:

In instances where financial exigencies may require the reduction of faculty, rank, seniority in time service at the College, and tenure status shall be primary factors in determining who shall be retained within disciplines. Faculty who are non-tenured shall be released first.

7.6 Notice of Termination:

Notice of termination to those holding term appointments shall be

- Not later than April 1 for appointees in their first year of academic service to the College.
- Not later than February 1 for those serving in their second year of academic service to the College.
- At least twelve months notice for all others.

7.7 Contract Grievance Procedure:

(a) Definition: A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his designee within thirty (30) calendar days after DUE knew or reasonably should have known of the act or condition giving rise to the dispute.

(c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance,

in writing on an approved form, to the College President. The President or his designee may request DUE to meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 7511 (a), (b) 1, (c), (d) and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

ARTICLE VIII:

SALARY

8.1 Salary Determination:

(a) Teaching and Non-Teaching Educators

For 1983-1984

Full-time eligible educators returning from the 1982-1983 academic year, represented by DUE and under contract, shall move on the schedule and thereby, receive a merit increase. Furthermore, educators shall receive up to $897 in enrichment.

For 1984-1985

The amount of dollars available for increases to full-time educators returning from the 1983-1984 academic year, represented by DUE and under contract, shall be no more than 7.2 percent of the total regular salary contracts of those educators calculated as of February 1, 1984. This sum shall not include the salaries of those who have left permanently during the 1983-1984 academic year.

The distribution pattern for educators shall be composed of a move on the salary schedule, for those eligible, resulting in a receipt of a merit increase. Furthermore, educators shall receive up to $1,042 in enrichment.

For 1985-1986

The amount of dollars available for increases to full-time educators returning from the 1984-1985 academic year, represented by DUE and under contract, shall be no more than 8.0 percent of the total regular salary contracts of those educators calculated as of February 1, 1985. This sum shall not include the salaries of those who have left permanently during the 1984-1985 academic year.

The distribution pattern for educators shall be composed of a move on the schedule, for those eligible, resulting in a receipt of a merit increase. Educators shall receive an equal percentage enrichment determined by the number of dollars remaining after merit allocation. (Appendix B will be updated accordingly for the 1985-1986 academic year.)

For 1986-1987

The amount of dollars available for increases to full-time educators returning from the 1985-1986 academic year, represented by DUE and under contract, shall be no more than 8.5 percent of the total regular salary contracts of those educators calculated as of February 1, 1986. This sum shall not include the salaries of those who have left permanently during the 1985-1986 academic year.

The distribution pattern for educators shall be composed of a move on the schedule, for those eligible resulting in a receipt of a merit increase. Educators shall receive an equal percentage enrichment determined by the number of dollars remaining after merit allocation. (Appendix B will be updated accordingly for the 1986-1987 academic year.)

(b) Extra Service Teaching

Extra service teaching pay for educators shall be increased by 3.5% in 1984-1985, in 1985-1986, and in 1986-1987.

(c) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive $150 additional salary per course for each course taught in a correctional facility.

(d) Evening Supervision

Evening supervision pay for teaching educators shall be increased by 3.5% in 1984-1985, in 1985-1986, and in 1986-1987.

(e) Remuneration for non-job related assignments voluntarily assumed by NTEs shall be at the rate of $11 per hour for those who are in their first or second semester of such assignment, and at the rate of $13 per hour for those who are in their third semester or more of such assignment, except that those whose service as Acting Chief Administrator is also included, the rate shall be $16 per hour. The above rates shall be increased for NTEs by 3.5% in 1984-1985, in 1985-1986, and in 1986-1987.

(f) Teaching educators serving as program chairpersons shall be assigned a full teaching load as per Section 6.3. Their current stipend will be

increased by 3.5% in 1984-1985, in 1985-1986, and in 1986-1987.

If a full load as per Section 6.3 cannot be assigned, the stipend shall be reduced as follows:

Contact Hours Assigned	1983-1984 Dollar Reduction	1984-1985 Dollar Reduction	1985-1986 Dollar Reduction	1986-1987 Dollar Reduction
2 less than a full load	400.00	414.00	428.00	443.00
3 "	800.00	828.00	857.00	887.00
4 "	1,200.00	1,242.00	1,285.00	1,330.00
5 "	1,600.00	1,656.00	1,714.00	1,774.00
6 "	2,000.00	2,070.00	2,142.00	2,217.00
7 "	2,400.00	2,484.00	2,571.00	2,661.00
8 "	2,800.00	2,898.00	2,999.00	3,104.00
9 "	3,200.00	3,312.00	3,428.00	3,548.00

(g) Instructional duties other than classroom teaching related to an educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours for an academic year are: for directing athletics or advising student publications, eight (8); for directing a play, coordinating the Honors Program, coordinating the writing clinic, or directing the Art Gallery, six (6); for producing the fashion show, three (3); for testing, for piano, or for being an art advisor, two (2). The rate of payment shall be the current extra service teaching rate.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the adjunct lecturer payment schedule, and those not certain of full annual loads who will be paid on the overload schedule.

(h) Educators who are assigned to develop, administer and score tests for credit for life experience and proficiency tests shall be paid at the rate of $10 per hour. The amount of time involved to perform

these tasks shall be agreed upon in advance between the department head and the Dean of Academic Affairs. The above rate shall be increased for educators by 3.5% in 1985-1985, in 1985-1986, and in 1986-1987.

(i) Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(j) Teaching educators promoted to a new rank will not move vertically but will move horizontally on the salary scale.

8.2 Merit Increment:

An eligible teaching educator who is employed full-time for one complete semester or its equivalent in an academic year or an eligible administrator who is employed full-time for five successive months during any part of an academic year shall receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Teaching educators and administrators who are employed full-time at the College for less than these specified times shall not receive merit salary increments in the next academic year.

8.3 Step Removal:

In 1985-1986, the first step of Group 1, Group A, Group B, Instructor, and Assistant Professor salary schedules shall be eliminated.

In 1986-1987, the first step of Group 1, Group 2, Group A, Group B, Instructor, Assistant Professor, and Associate Professor shall be eliminated.

ARTICLE IX:

MISCELLANEOUS

9. Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

ARTICLE X:

CONCLUSION OF COLLECTIVE NEGOTIATIONS

10.1 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.2 Severability:

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms of conditions of this Agreement.

ARTICLE XI:

APPROVAL OF THE LEGISLATURE

11. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XII:

DURATION OF AGREEMENT

12. This Agreement shall be effective as of September 1, 1983 and shall continue until August 31, 1987.

DUTCHESS COMMUNITY COLLEGE

By _____
Joseph Jiudice
Chairman of the Board of Trustees

DUTCHESS UNITED EDUCATORS

By _____
Richard Reitano, President
Dutchess United Educators

COUNTY OF DUTCHESS

By _____
Lucille Pattison
County Executive

Signed June 12, 1984
(Date)

APPENDIX A - 1983-84 SALARY SCHEDULE - TEACHING EDUCATOR

1983/84 After Enrichment

Step	Instructors	Asst Profs	Assc Profs	Profs
1	$15,464			
2	16,243	$18,268		
3	17,022	19,151	$21,071	
4	17,801	20,034	22,057	
5	18,580	20,917	23,043	
6	19,359	21,800	24,029	$26,470
7	20,138	22,683	25,015	27,560
8	20,917	23,566	26,001	28,650
9	21,696	24,449	26,987	29,740
10	22,475	25,332	27,973	30,830
11	23,254	26,215	28,959	31,920
12	24,033	27,098	29,945	33,010
13	24,812	27,981	30,931	34,100
14	25,591	28,864	31,917	35,190
15		29,747	32,903	36,280
16		30,630	33,889	37,370
17			34,875	38,460
18			35,861	39,550
19				40,640

APPENDIX A - 1983-1984 SALARY SCHEDULE - NON-TEACHING EDUCATOR

1983/84 After Enrichment

Step	Group B	Group A	Group 1	Group 2	Group 3
1	$11,726	$15,464			
2	12,401	16,243	$18,268		
3	13,076	17,022	19,151	$21,071	
4	13,751	17,801	20,034	22,057	
5	14,426	18,580	20,917	23,043	
6	15,101	19,359	21,800	24,029	$26,470
7	15,776	20,138	22,683	25,015	27,560
8	16,451	20,917	23,566	26,001	28,650
9	17,126	21,696	24,449	26,987	29,740
10	17,801	22,475	25,332	27,973	30,830
11	18,476	23,254	26,215	28,959	31,920
12	19,151	24,033	27,098	29,945	33,010
13	19,826	24,812	27,981	30,931	34,100
14	20,501	25,591	28,864	31,917	35,190
15			29,747	32,903	36,280
16			30,630	33,889	37,370
17				34,875	38,460
18				35,861	39,550
19					40,640

APPENDIX B - 1984-85 SALARY SCHEDULE - TEACHING EDUCATOR

1984/85 After Enrichment

Step	Instructors	Asst Profs	Assc Profs	Profs
1				
2	$17,285	$19,310		
3	18,064	20,193	$22,113	
4	18,843	21,076	23,099	
5	19,622	21,959	24,085	
6	20,401	22,842	25,071	$27,512
7	21,180	23,725	26,057	28,602
8	21,959	24,608	27,043	29,692
9	22,738	25,491	28,029	30,782
10	23,517	26,374	29,015	31,872
11	24,296	27,257	30,001	32,962
12	25,075	28,140	30,987	34,052
13	25,854	29,023	31,973	35,142
14	26,633	29,906	32,959	36,232
15		30,789	33,945	37,322
16		31,672	34,931	38,412
17			35,917	39,502
18			36,903	40,592
19				41,682

APPENDIX B - 1984-85 SALARY SCHEDULE - NON-TEACHING EDUCATOR

1984/85 After Enrichment

Step	Group B	Group A	Group 1	Group 2	Group 3
1					
2	$13,443	$17,285	$19,310		
3	14,118	18,064	20,193	$22,113	
4	14,793	18,843	21,076	23,099	
5	15,468	19,622	21,959	24,085	
6	16,143	20,401	22,842	25,071	$27,512
7	16,818	21,180	23,725	26,057	28,602
8	17,493	21,959	24,608	27,043	29,692
9	18,168	22,738	25,491	28,029	30,782
10	18,843	23,517	26,374	29,015	31,872
11	19,518	24,296	27,257	30,001	32,962
12	20,193	25,075	28,140	30,987	34,052
13	20,868	25,854	29,023	31,973	35,142
14	21,543	26,633	29,906	32,959	36,232
15			30,789	33,945	37,322
16			31,672	34,931	38,412
17				35,917	39,502
18				36,903	40,592
19					41,682

APPENDIX C - TITLES OF NON-TEACHING EDUCATORS BY GROUP

GROUP I

- Assistant Director of Student Activities
- Admissions Counselor
- Counselors
- Assistant Librarians
- Assistant Registrar for Records
- Personnel Administrator/Counselor
- Admissions/Registrar Counselor
- Assistant Registrar for Registration
- Coordinator of Study Skills
- Assistant Comptroller
- Coordinator of Special Services to the Disabled

GROUP II

- Counselor
- Director of Developmental Education
- Assistant Deans of Community Services
- Director of Student Activities
- Assistant Dean of Academic Administration
- Director of Financial Aid
- Assistant Director of Information Systems
- Coordinator of Inmate Education
- Director of Career Development, Placement & Transfer Services
- Associate Director of Admissions
- Coordinator of Audio Visual Services
- Assistant Director of Career Development, Placement & Transfer Services
- Assistant Director for Computer Based Education and Training

GROUP III

- Associate Dean of Community Services
- Associate Dean of Student Personnel Services
- Associate Dean of Administration
- Director of Admissions and Registrar
- Director of Library

GROUP A

- Student Personnel Assistant
- Study Skills Specialist
- Director of Scheduling
- Inmate Education Program Assistants

OTHERS

- Lab Assistants
- Nursery School Educators
- Field Lab Supervisors

APPENDIX D - ACADEMIC FREEDOM

All parties to this Agreement endorse the following AAUP Statement on Academic Freedom:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom to discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The College or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FASHION INSTITUTE OF TECHNOLOGY

AND

THE UNITED COLLEGE EMPLOYEES OF

THE FASHION INSTITUTE OF TECHNOLOGY

LOCAL 3457,

THE AMERICAN FEDERATION OF TEACHERS

9/1/84 - 8/31/87

NOV 23 19

FASHION INSTITUTE OF TECHNOLOGY
227 West 27th Street, New York, N.Y. 10001

AMENDMENTS TO COLLECTIVE BARGAINING AGREEMENT

9/1/84 - 8/31/87

The Collective Bargaining Agreement (9/1/84-8/31/87) between the Fashion Institute of Technology and the United College Employees of FIT, Local 3457 heretofore ratified by the parties and signed April 4, 1985 is hereby amended as follows:

1. Section 44.1 is declared to be null and void and to be removed from the agreement.

2. Section 45.1 is declared to be null and void and removed from the agreement.

3. Section 38.8 is declared to be null and void and removed from the agreement. It is to be replaced by Section 38.8 of the 1982-1984 agreement. The replacement section is to be designated as 38.8 of the 1984-1987 agreement.

Signed: Marvin Feldman 10/22/85
MARVIN FELDMAN, Date
President, FIT

Louis Stollar 10/31/85
Louis Stollar Date
President, UCE of FIT

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1.0 DURATION

1.1 This contract and each of its provisions shall be effective as of September 1, 1984 and shall continue in full force and effect through August 31, 1987.

1.2 Negotiations for a subsequent contract shall commence no later than March 1, 1987.

2.0 STATUTORY PROVISIONS

2.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2.2 Neither party will discriminate against any employee in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

It is the policy of the college and the union that the provisions of this agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex or physical disability.

3.0 LAW CONFLICT CLAUSE

3.1 The sections, paragraphs, sentences, clauses, and phrases of this contract are subject to applicable federal, state, and local law, and are separable. If any phrase, clause, sentence, paragraph, or section of this contract shall be found to be invalid because of conflict with any applicable federal, state, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this contract.

3.2 Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this contract.

The parties will meet not later than ten (10) days after such finding for the purpose of renegotiating the provision(s) offered.

4.0 MATTERS NOT COVERED

4.1 With respect to matters not covered by this contract, or by other mutual understandings resulting from the negotiations of said contract, or by the written policies or by established procedures in effect as of August 31, 1984, and which are proper subjects for collective bargaining, the parties agree that they will make no changes without appropriate prior mutual consultation and negotiation.

5.0 UNION RECOGNITION

5.1 FIT recognizes the United College Employees of the Fashion Institute of Technology, Local 3457, American Federation of Teachers (hereinafter referred to as the UCE), or its successors as the exclusive bargaining representative for all those listed below, including those individuals employed either full or part-time. A list of new employees in the positions represented by the Union shall be furnished to the Union monthly by the College. This list shall indicate department, title, and salary.

5.2 Classroom Faculty

5.3 Non-classroom Faculty

- Associate Registrar
- Assistant Administrator (Division of Continuing Education)
-*Assistant Director of Admissions
-*Assistant Director of Community Resources
-*Assistant Director of Placement
-*Assistant Director of Records and Registration
- Assistant Registrar
- Coordinator of Computer Graphics
- Coordinator of Fabric Room
- Counselor
-*Director of Admissions
-*Director of Community Resources
-*Director of Counseling Center
-*Director of Financial Aid
-*Director of Library
-*Director of Placement
-*Director of Records and Registration
-*Director of Student Activities
- Instructional Media Specialist
- Librarian

*Non-Tenure Bearing Titles

5.4 Classroom Assistant

5.5 Staff

- Accounting Clerk I
- Accounting Clerk II
- Accounting Manager
- Administrative Assistant
- Administrative Secretary
- Admissions Office Assistant
- Admissions Office Supervisor
- Assistant Conservator
- Assistant to Director of College and Community Relations
- Assistant to Director of Seminars
- Assistant Personnel Director
- Assistant Supervisor of Accounts Payable
- Assistant Supervisor, Payroll
- Assistant Supervisor, Print Shop
- Assistant Supervisor, Mail, Receiving & Sup
- Associate Curator-Costume
- Budget Analyst I
- Budget Analyst II
- Budget Analyst III
- Business Office Assistant
- Cataloging Assistant
- Clerical Assistant
- Clerk I
- Clerk II
- Clerk Typist
- Clinical Coordinator
- Computer Operator
- Computer Programmer
- Conservation Assistant
- Coordinator of Disbursements/Authorizations Continuing Ed. Office Assistant
- Continuing Ed. Financial Aid Associate
- Coordinator of Faculty Services
- Coordinator of Grants and Academic Research Programs
- Coordinator of Special Programs
- Counselor Assistant
- Curator of Costumes
- Curator of Textiles
- Curatorial Assistant
- Data Ctr. Operations Manager
- Design Lab Aide
- Design Lab Assistant
- Design Lab Records Assistant
- Design Lab Records Supervisor

- Docent
- Duplicating Machine Operator
- Educational Skills Assistant
- Electronics Maintenance Engineer
- Exhibition Designer
- Financial Analyst
- Fire Marshal
- Inventory Control Analyst
- Junior Computer Operator
- Keypunch Operator
- Laboratory Assistant
- Lead Data Entry Operator
- Library Aide
- Library Clerk
- Library/Media Acquisitions Analyst
- Library/Media Acquisitions Assistant
- Library Reference Assistant
- Mail Clerk
- Management Information Systems Analyst
- Materials Assistant
- Medical Assistant
- News Information Specialist
- Nurse
- Offset Press Operator
- Operating Systems Specialist
- Payroll Analyst
- Personnel Assistant
- Personnel Associate
- Programmer I
- Programmer II
- Programmer III
- Programmer Analyst
- Publications Communication Specialist
- Purchasing Agent
- Purchasing Assistant
- Purchasing Clerk
- Receptionist
- Records and Registration Assistant
- Registrars Assistant
- Research Assistant
- Researcher, Design Lab
- Resource Assistant
- Secretary I
- Secretary II
- SECRETARY III
- Senior Accountant
- Senior Accounting Clerk
- Senior Computer Operator
- Senior Computer Programmer
- Senior Counsel r Assistant

- Senior Mail Clerk
- Senior Medical Assistant
- Senior Offset Press Operator
- Senior Payroll Analyst
- Senior Records & Registration Assistant
- Senior Registrar Assistant
- Senior Researcher
- Senior Stockroom Assistant
- Stockroom Assistant
- Student Activities Office Assistant
- Supervisor, Conservation Laboratory
- Supervisor, Continuing Education Office Operation
- Supervisor of Disbursements
- Supervisor Payroll
- Supervisor, Print Shop
- Supervisor, Purchasing
- Supervisor, Resource Distribution
- Supervisor, Student Disbursements & Collections
- Systems Supervisor
- Technologist A
- Technologist B

*Non-Tenure Bearing Titles

And all others employed or later to be employed in similar positions.

5.0 Job titles within the bargaining unit cannot be changed except by mutual agreement of the parties to the contract. Individuals employed with Grant funds or in positions of limited duration not to exceed three months are not included in the bargaining unit. The parties to this contract reserve the right to petition PERB to include or exclude any positions covered by this contract.

6.0 UNION DUES CHECK-OFF

6.1 FIT shall, to the extent permitted by applicable law, check off UCE dues upon submission of a signed authorization to the FIT Payroll Office by the Union for anyone within the Bargaining Unit. A check-off authorization may be discontinued at the end of its term upon written notice by the employee to the FIT Payroll officer and the UCE President. FIT shall remit to the Union the dues deducted and shall furnish the Union with a list of all employees from whose salaries such deductions have been made.

6.2 In accordance with the applicable law, all employees of the College whose job titles are covered by this contract and who are not members of the

United College Employees of the Fashion Institute of Technology shall pay agency fee dues to the UCE/FIT in the same amounts as union members who earn equivalent pay. These agency fees are payable by means of check-off only; direct payments shall not be accepted.

7.0 GRIEVANCE PROCEDURE

7.1 INTENT: It is the declared objective of this procedure to encourage the prompt resolution of employee complaints and grievances as they arise and to provide recourse free from coercion, interference, restraint, discrimination, or reprisal.

7.2 DEFINITIONS: A complaint is an informal claim by an employee or by the Union of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not constitute a grievance and every effort shall be made by complainant to resolve complaints informally with Supervisor. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances; nor shall any resolution of a complaint be inconsistent with the terms of this contract.

7.3 The term "grievance" shall mean any claim by a grievant that:

(a) there has been a violation, misinterpretation, or misapplication of any of the provisions of this contract which concern the grievant, or

(b) there has been a violation, misinterpretation, or misapplication of written or established policies or procedures governing or arising out of the day to day conditions of employees herein, if the sustaining of such a claim would not be inconsistent with the provisions of this contract.

(c) A grievance may be instituted by the parties to this contract and/or by any person(s) covered by this contract; and such parties or persons shall be termed "grievant."

7.4 FORMAL PROCEDURE FOR PROCESSING GRIEVANCES

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7.4.1 The grievant shall have the right to be represented at all stages of the grievance procedure by any representative of his choice; however, if the Union is not chosen as the representative of an individual grievant, the Union shall have the right to have a representative present at each step of the grievance procedure and this representative may participate to the extent of presenting the position or interpretation of the Union.

7.4.2 The administrator making the decision shall send a copy of the decision to the Union on the same day that the decision is sent to the grievant. The Union may appeal any decisions which violates any term of this contract

7.4.3 All grievances shall be filed in writing on an approved form. The grievant shall state the nature of the grievance, the contract provision(s) affected, the relief sought, and shall date and sign the grievance. The grievance shall be presented in accordance with the grievance procedure set forth below. In each instance the acknowledgement of receipt of the grievance shall be made by the appropriate administrator involved by initialing and dating the form presented and returning a copy of the form to the grievant

7.4.4 All grievances must be filed not later than thirty (30) working days from the date on which the grievance arose or could reasonably have been discovered, whichever comes later, except those involving reappointment which must be filed within twenty (20) working days from the date on which the grievance arose or could reasonably have been discovered, whichever comes later.

For the purposes of the grievance procedure, a working day is defined as any day on which classes are officially in session during the Fall and Spring semester, except Saturdays and Sundays.

7.4.5 The failure of an administrator at any level to communicate his decision to the grievant within the proper time limits shall permit the grievant to proceed to the next stage of the grievance procedure. The failure of the grievant to file his grievance within the time limits set forth in Sec. 7.4.4 above or to appeal any decision within applicable time limits set forth in the grievance steps shall bar

consideration of, or further action on, the grievance.

7.4.6 Except as provided below, the time limitations prescribed at each step of the grievance procedure may be extended only by mutual agreement of the parties in writing before the expiration of the time period for the applicable step. The grievant, the Union, or the President of FIT may each obtain a maximum of one (1) preemptive extension of five (5) days (not to exceed seven (7) calendar days) in the course of any one grievance, by notifying the other party in writing prior to the expiration of the time limit for the applicable grievance step.

7.4.7 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. When such hearings and conferences are held during class or working hours, all employees whose presence is required shall be excused for that purpose without loss of payment from FIT.

7.4.8 Grievances presented at STEPS I and II shall be private unless the grievant, the Union, and FIT all agree that the grievance be public.

7.4.9 At all steps of the grievance procedure, the grievant shall have the right to require the production of relevant records relating specifically to the particular grievance in question, upon reasonable notice to the supervisory administrator before whom the grievance is presented.

7.4.10 The grievance procedure shall be as follows:

7.4.11 STEP I: The grievance shall be presented to the Dean for the grievant's area, or to the chief administrative officer of the grievant's area if the grievant is in the area for which there is no Dean. The Dean may rule upon the grievance or may designate a Department Chairperson or other designee to rule upon the grievance after consultation with the Dean. Where the grievance is presented to the chief administrative officer, said officer may rule upon the grievance or assign the grievance to his designee to rule upon the grievance. In either event, a written decision by the Dean or the chief administrative officer (or his designee) shall be furnished to the grievant, with a copy to the Union, within ten (10)

working days of receipt of the written grievance.

STEP II: If the grievance has not been resolved at STEP I, the grievant shall have the right within fifteen (15) working days following notice of the STEP I decision to appeal said decision to the President of the College. The President may designate a person to hear the appeal, but such designee must have not been involved in STEP I. The appeal shall be in writing, and shall set forth the disposition of the grievance at STEP I. The President or his designee shall set a hearing date within fifteen (15) working days of receipt of the appeal, and the grievant and the Union shall be notified of such hearing. Oral and written statements or arguments may be presented directly or through witnesses. The final determination at STEP II of the grievance shall be made by the President either after personal hearing or upon the basis of a written report and recommendation by this designee. The President or his designee shall communicate his decision in writing to the grievant and the Union within fifteen (15) working days after completion of the hearing.

7.4.13 STEP III: If a grievance has not been resolved at the conclusion of STEP II, it may be submitted to arbitration pursuant to the voluntary labor arbitration rules of the American Arbitration Association within fifteen (15) working days after the receipt of the STEP II decision.

A copy of the notice of arbitration shall be given to the President of the College and shall include a brief statement setting forth the issue or issues to be decided by the arbitrator.

The arbitrator shall be selected by the grievant and the President of the College from a list of arbitrators submitted by the American Arbitration Association. The arbitrator's decision or award shall be final and binding in accordance with applicable law and shall not add to or subtract from or modify this collective bargaining agreement. The costs and fees of such arbitration shall be borne equally so that FIT shall pay one-half (1/2) and the other party or parties to the arbitration shall pay the other one-half (1/2).

Unless the arbitrator should otherwise require the arbitration hearings shall be held at Fashion

Institute of Technology.

9.0 GOVERNANCE

9.1 Administration Union Relations. The President of FIT shall confer with the President of UCE/FIT at the request of either as their interests may require.

The President of FIT or his/her authorized designee shall be available for consultation with the Executive Committee of the UCE as their interests may require.

9.1.1 When the President's decisions or actions are contrary to the recommendations made by the Executive Committee of the UCE, he shall state his reasons to the Union President or the Executive Committee of the UCE.

9.2 The faculty shall participate in the formulation of policy in relation to curriculum, academic standards, student affairs, and tenure and promotion, through elected committees of the Faculty Association and shall make recommendations related to these matters to the President of FIT, through the Dean of Academic Affairs' Cabinet or other designee of the President.

9.3 The Union Executive Committee, on behalf of the Classroom Assistants, shall have the right to make recommendations to the President of FIT about the formulation or change of policy regarding working conditions, and job classifications within this category which do not conflict with this agreement.

9.4 The staff, through the Union President and/or the Vice-President for Staff, shall have the right to make recommendations to the President of the College or his designee about the formulation or change of policy regarding working conditions, and job classifications within the staff employee's unit which do not conflict with this agreement.

10.0 ACTING AND TEMPORARY EMPLOYEES

10.1 A person in an acting capacity is one who works in the absence of a permanent employee for a given period of time.

10.2 Persons employed in temporary positions are

those hired to cover emergency situations for a reasonable period of time.

10.3 All full-time employees who take acting positions will go back to their original or comparable positions as determined by mutual agreement by the parties to this contract when the permanent employee returns.

10.4 An acting or temporary employee newly hired to replace a permanent employee on leave will be dismissed upon return of the permanent employee unless an opening may exist in a permanent position within the College for which such temporary or acting employee may be qualified. There is, however, no guarantee of employment.

10.5 An employee who accepts any transfer will be permanently assigned to such position only after having successfully completed a probationary period, during which probationary period the employee may voluntarily return or may be involuntarily returned to his/her former position, without prejudice. Such probationary period shall expire after three (3) months service in the position during either the Fall or Spring academic semester excluding recess period. The total probationary period shall not exceed five (5) months unless extended by employee absence. The supervisor may decide to include recess periods in the probationary period.

10.6 Persons employed subsequent to the effective date hereof whose initial employment is in an acting position may not be employed for a period in excess of two (2) years. These employees are not eligible to apply for other acting positions.

10.6.1 Non tenured permanent employees who have occupied more than one permanent position within the first two years of employment may not apply for an acting position until tenured.

10.6.2 Non tenured permanent employees may apply for acting positions if they have served in the same permanent position for the first two years of employment.

11.0 VOTING ELIGIBILITY

11.1 Faculty: A Department shall consist of any

group of faculty members working under a Chairperson, Associate Chairperson, Director or any equivalent title.

11.2 Voting eligibility in department matters shall be determined as follows:

Matter	ELIGIBLE VOTERS*
Initial Appointment tenure and extensions of employment beyond seventy (70) years of age	Tenured faculty and part-time day faculty holding certificate of continuous employment in the department in which they are teaching, excluding those part-time day faculty members who are candidates for the positions in question.
Reappointment for 2nd, 3rd, 4th, 5th and 6th semesters	Tenured faculty and tenured classroom assistants and part-time day faculty and classroom assistants holding a Certificate of Continuous Employment in the department in which they are teaching or working, excluding those part-time day faculty members who are candidates for the position in question.
Promotion	Full-time faculty with at least two (2) years continuous service, and part-time day faculty holding Certificate of Continuous Employment in the department in which they are working.
Elections and Other Matters	Full-time faculty and classroom assistants with at least two (2) semesters continuous service; and part-time day faculty who have completed at least 24 hours of part-time day service in the department in which they are voting, and part-time day classroom assistants who have completed the equivalent of one year's service in the

department in which they are voting.

*All eligible voters must be in active status. For the purposes hereof, active status is defined as those employees receiving their regular compensation. For the purpose of Article 11, part-time day faculty shall mean all part-time faculty teaching week (Monday-Friday) day (9 A.M.-5 P.M.) courses including continuing education courses. Those part-time faculty members who become full-time faculty shall retain all voting rights which have accrued to them. Those part-time faculty members who vote on initial appointment, re-appointment or tenure may not be a candidate for that position or one which might become available as the result of a negative vote.

11.3 In the Student Affairs Division, for purposes of voting eligibility, a Department shall refer to any area with four (4) or more full-time faculty (or their part-time day equivalent) eligible to vote, as defined in Section 11.2. In the Student Affairs Division, any area with less than four (4) full-time faculty (or their part-time day equivalent) eligible voters shall, for the purposes of voting, expand to four (4) full-time faculty by the temporary addition of one (1) or more full-time faculty member from within the Student Affairs Division selected by written mutual agreement between the area and the Dean of Student Affairs.

11.4 Only those qualified voters present at the time a vote is taken may vote. A majority of the full-time qualified voters of the Department constitutes a quorum. A majority vote of those present and voting shall decide each issue. A secret ballot must be used on all issues except "other matters".

12.0 DEPARTMENT CHAIRPERSONS, ASSOCIATE CHAIRPERSONS, AND ASSISTANT CHAIRPERSONS TERM OF OFFICE AND ELIGIBILITY

12.1 All department Chairpersons, Associate Chairpersons, and Assistant Chairpersons, except as excluded in Section 12.4 following, shall be

nominated and elected by the Department in November for a three (3) year term and shall take office at the beginning of the Spring semester. Special elections shall be held for interim terms whenever necessary.

12.2 Those eligible for election to office of Chairperson, Associate Chairperson, and Assistant Chairperson, shall be all full-time tenured faculty within a Department who are in active status; however, the tenure requirement of this provision may be waived by a vote of two-thirds (2/3) of the Department.

12.3 All Department Chairpersons, Associate Chairpersons, and Assistant Chairpersons shall be subject to recall and replacement. A recall election may be called by the President of the College once per semester, or by the Department once per semester, except that a recall election may be called during the person's first semester as Chairperson only with a mutual consent of the President of the College and the majority of the department. The person to be recalled shall be informed of the reasons not less than ten (10) working days prior to the recall vote. To implement recall a written ballot and a two-thirds (2/3) majority vote of those qualified members present are required.

12.3.1 Should the administration desire recall of a Chairperson, Associate or Assistant Chairperson, the President or his designee shall meet with the Department for consultation purposes. If the issue is not resolved, the President or his designee shall ask for a department recall vote. Should 51% or more of those qualified members present agree to the recall proposal, the referenced Chairperson is removed and a new election shall be undertaken to fill the unexpired term. Should 51% or more of those qualified members present not agree to the recall proposal, the President may appoint a mutually agreed upon college-wide committee as described under Section 37.1. The vote of this committee shall be binding. The administration may not call for a recall vote in any one department more than once in an academic year.

12.4 When a new Department is established for the first four (4) years of its existence the head of the Department shall be chosen by the President of the

College. The President determines the released time. After the initial four years if the Department has fewer than three full-time faculty members or their part-time day equivalent, the head of the Department shall continue to be chosen by the President for one-year terms. If after the initial four years the Department has from three to five full-time members or their part-time day equivalent, the head of the Deparment will be elected as an Associate Chairperson. In a Department of six (6) or more full-time members (or their part-time day equivalent), the head of the Department shall be elected as Chairperson.

12.5 In any currently existing department of three (3) through five (5) full-time members (or their part-time equivalent), the head of that Department shall be designated as an Associate Chairperson. If after the initial four years the Department has six full-time members or more (or their part-time equivalent), the head of the Department shall be elected.

12.6 In addition to a Chairperson, whenever a Department has fewer than 15 full-time faculty members or their part-time day equivalent, an election for an Assistant Chairperson may be held after authorization by the Dean of the Division and Dean of Academic Affairs. If a Department has 15 full-time faculty members or more (or their part-time day equivalent) and does not already have an Assistant Chairperson, an Assistant Chairperson shall be elected.

13.0 APPOINTMENT OF DIRECTORS AND OTHER ACADEMIC AND/OR FACULTY ADMINISTRATORS

13.1 Initial appointment to academic and/or faculty positions with the title of Vice President and Dean, or positions of equal or greater rank that may be established, shall be made by the President after consultation with a search committee of the Faculty Association. All Deans (including Associate and Assistant Deans) serve at the pleasure of the President of the College.

13.2 The President shall appoint and/or re-appoint all Directors (including Associate and Assistant Directors) who shall serve at his/her pleasure for a term not to exceed three (3) years. Prior to

appointing or re-appointing a Director the President or his/her designee will consult with the department.

13.3 The appointment and consultation process for Directors of departments of four (4) or more qualified full-time members or their part-time equivalent shall be as follows:

a. All interested full-time faculty members in the department may submit applications for candidacy stating their qualifications.

b. The Senior Administrator shall submit the name of a proposed appointee to the department faculty.

c. An opportunity shall be provided the qualified faculty of the department to discuss the Senior Administrator's proposed appointee.

d. The Senior Administrator's proposed appointee shall be submitted for a vote by secret ballot by the qualified faculty members of the department. A faculty member may not become a self-proposed candidate for the term being considered if he/she participates in the voting.

e. Unless the majority of the qualified faculty of the department vote against the Senior Administrator's proposed appointee, his/her name shall be submitted to the President.

f. In the event of the rejection of the Senior Administrator's proposed appointee by a majority of the department faculty, or by the President, the Senior Administrator will submit an alternate candidate.

g. Upon receipt of the name of the Senior Administrator's proposed appointee, and prior to its discussion of the appointee, the faculty shall designate, by majority vote, one of its members to prepare an explanation of the department discussion and decision if the decision is to reject the appointee. The explanation shall be submitted to the President, Senior Administrator, and rejected proposed appointee.

h. In the instance of a vacancy and/or pending the appointment of a successor in the foregoing manner, the President may appoint an acting Director for a period of 60 days.

i. For the purposes of this Article 13, a faculty member qualified to vote is one who has been a full-time member of the department for one (1)

year (or the part-time or combined full and part-time equivalent) prior to the vote take

j. The foregoing process shall be initiated with sixty (60) working days before the term of a Director expires or following the occurence o a vacancy in the position.

13.4 When filling any of the above mentioned title every effort shall be made to give consideration to all qualified candidates from within the College.

13.5 Moreover, with regard to these positions, the President shall consult with the appropriate committe of the Faculty Association with respect to the effectiveness of the performance within these positions for the first three (3) years of an individual's appointment and at the end of each succeeding three (3) year period.

14.0 PERSONNEL FILES

14.1 All evaluation reports, letters of reference, and other comparable personnel documents relating to any individual covered by this contract shall be kept in the individual's personnel file within the Personnel Office. With the exception of a photocopy personnel file maintained by the College for security purposes, no other personnel file shall be maintained The photocopy personnel file shall be the official file and shall be a duplicate of the individual's personnel file and kept in a secure place. Whenever an item is placed in an individual's personnel file, the Personnel Office shall within five (5) working days, notify the individual.

14.2 If an employee believes that material in his file contains an incorrect statement of facts, the employee may file a grievance. Pending the disposition of a grievance concerning inclusion of material in a personnel file, the material shall not be contained therein.

14.3 Information placed in an employee's personnel file shall be limited to matters affecting their official responsibilities, academic and professional achievement.

14.4 Any matter which has not been put in writing forty-five (45) working days from the time of its occurrence or from the time it could reasonably have

been discovered may not be later added to the file of an employee.

14.5 Notwithstanding the above, observation and evaluation reports must be put in writing within ten (10) consecutive (excluding weekends and holidays) days from the date the observation was made, unless an extension is granted upon mutual consent of FIT and the Union. Reports shall be signed by the individual observed and the employee shall be permitted to file a written reply to any portions of such reports to which the employee may take exception. All written replies shall be attached to the copy of the observation or evaluation report placed in the employee's personnel file, and a copy of these replies shall be given to the observer within 10 days of the date of placement in the employee's personnel file.

14.6 Individual personnel files shall be confidential, but any individual shall have the right to review his photocopy personnel file or own personnel file in the presence of a representative of the Personnel Office during business hours upon reasonable notice. An individual may be accompanied by an adviser of his own choice. An employee may, in writing to Personnel, authorize another employee to view his/her file.

14.7 The President of the College and the Dean of Academic Affairs shall have access to all personnel files. Whenever the President or the Dean of Academic Affairs obtains access to a personnel file, the employee shall subsequently be advised within five (5) work days. Upon prior notice to the employee, a senior administrator may review the personnel file of the employee in his/her jurisdiction in which event the employee will be given the opportunity to be present upon review of the file. The date and purpose of the file review shall be noted in the file.

14.8 Every grievance and its disposition shall be filed in the grievant's personnel file and a copy placed in the personnel file of the employee against whom the grievance is directed.

15.0 APPOINTMENT: FACULTY

15.1 All appointments to full or part-time faculty positions at any rank, exclusive of appointments of Directors or Administrative Heads in non-classroom

faculty Areas, shall be made by the President of the College after having been reviewed by the qualified voters of the Department or Area, the Division Dean and the Dean of Academic Affairs. The recommendation to the President of the College for appointment shall be made by a majority of the qualified voters of the Department and shall be accompanied by the recommendation of the Division Dean and Dean of Academic Affairs.

15.2 If a candidate is being considered for a rank higher than the first step of Instructor, and the majority vote is for approval, the candidate's name, together with the Division Dean and the Dean of Academic Affairs recommendations shall be sent to the College-wide Tenure and Promotion Committee for consideration and recommendation to the President. Such recommendation of the College-wide Tenure and Promotion Committee shall be submitted not later than five (5) working days, if possible, after receipt of the information from the Department.

15.3 If a candidate is hired during the months of June, July, August or during Winterim, or at any time when no regular session of the College is being held, a faculty member shall not be hired beyond one (1) semester until after all of the procedures set forth hereinabove shall have been completed.

15.4 Whenever a full-time position becomes available, part-time faculty on the Department's Assignment of Program list (see Assignment of Program Section) shall be notified and have the right to apply and be considered. If a part-time faculty member with seniority is by-passed, he/she upon written request directed to the Department Chairperson shall be provided in writing a summary of the Department's decision as to his/her application.

15.5 In the event that full-time classroom faculty appointments to fill a proven emergency must be considered during an academic vacation or intersession, or emergency part-time appointments during registration periods, it shall be the responsibility of the Department Chairperson (or designee) to make every effort to consult with as many voting members of the Department as possible and with the Dean of the Division and the Dean of Academic Affairs, if possible, and an appointment

recommendation shall be conveyed to the President on the basis of a majority vote of the voting members of the Department who are available.

16.0 JOB POSTING

16.1 All openings for full-time and part-time day and evening positions for staff and non-classroom faculty positions must be posted and/or circulated. Vacant or acting positions within a department may be filled from within the Department without posting. Any vacancy that will not be filled from within the Department shall be posted.

16.2 Employees shall have a period of five working days to apply after the date of general distribution.

16.3 All qualified FIT employees who apply within the five day period must be interviewed first and if none are found suitable, the position may then be filled from other sources.

17.0 REAPPOINTMENT, TENURE & JOB SECURITY: FACULTY AND CLASSROOM ASSISTANTS

17.1 The use of the word "evaluation" in this Section shall refer to an evaluation of the individual's total performance and contribution to the College. For classroom faculty, evaluation shall always include classroom observations as one method of evaluating the individual's performance. For faculty and classroom assistants evaluations shall always include peer and student classroom evaluations or equivalent peer observations where classroom observations are not applicable as one method of evaluating the individual's performance.

17.2 It shall be the responsibility of the Department Chairperson or Director to arrange for all new faculty members and classroom assistants to be evaluated and a report of the evaluations made to the Department before the end of the third month of service. The Department Chairperson or Director shall arrange that observation assignments be balanced among all tenured members of the Department, and that no faculty member shall be observed by the same person more than once in one semester. Only one observer may be present at any one time. Notice of at least one week shall be given to the person being observed. Evaluations in newly-created Departments shall be done

by a Departmental Tenure and Promotion Committee as provided for at Section 24.3.5.

17.2.1 A faculty member who is assigned and conducts a classroom observation of a Continuing Education course shall be compensated at one-half (1/2) his/her hourly teaching rate. No more than two (2) observations per semester shall be required of any faculty member during evening and/or weekend hours without the consent of the faculty member.

17.3 Full-time non-tenured faculty and classroom assistants shall be observed at least twice per semester in their first year of service and at least once per semester thereafter, and at least twice per semester if in the second semester the vote was approved with reservations. During the first eighteen (18) months qualified members of the department (excluding the candidate) shall vote for one of the following options: to recommend

(a) Reappointment with unqualified approval (requires two-third majority vote);
(b) Reappointment with reservations (requires simple majority vote);
(c) Non-reappointment (requires simple majority vote);

During the second 18 months each qualified vote in the department shall have only one of the following two options: to recommend

(a) reappointment
(b) non-reappointment

A simple majority vote shall be sufficient to constitute a recommendation of appointment or non-reappointment.

17.4 All department votes and supporting material regarding reappointment shall be forwarded by the Departmental Tenure and Promotion Committee with the appropriate Dean's recommendation to the College-wide Tenure and Promotion Committee. The College-wide Tenure and Promotion Committee shall review only those votes for reappointment with reservations or for non-reappointment for the third, fourth and fifth semesters.

17.5 Approval with reservations and recommendations for non-reappointment shall be accompanied by a written statement by the Department Tenure and Promotion Committee to the College-wide Tenure and Promotion Committee with a copy to the candidate and to the President of the College.

17.6 If the Department votes for non-reappointment during the Fall semester, the candidate shall be notified on or before December 1st; if the Department votes for non-reappointment at the end of the Spring semester, the candidate shall be notified on or before May 1st. All reappointed non-tenured and non-certified faculty members and classroom assistants shall be reevaluated every semester before May 1st (or December 1st) and the resulting recommendations reported to the College-wide Tenure and Promotion Committee.

17.7 Anyone who has completed three consecutive years of full-time service and meets the requirements for tenure, unless waived by the President, and is reappointed on a full-time basis, receives tenure.

17.8 Anyone who has completed three consecutive years of service and has been denied tenure cannot be employed on a part-time basis unless he is already certified. Time spent in non-tenure bearing positions shall not accrue towards tenure.

17.9 It shall be the responsibility of the Division Dean to ascertain and assure that the Department and Departmental Tenure and Promotion Committees perform the responsibilities assigned above within the time limits. The Personnel Office shall prepare a list of those in their first, second, and third years of employment and shall forward that list to both the Chairperson of the College-wide Tenure and Promotion Committee and to the Chairperson of the applicable Departmental Tenure and Promotion Committees.

Before granting credit for prior service towards tenure the President of the College shall have available for his review an evaluation by the Department, the Division Dean, the Dean of Academic Affairs and the College-wide Tenure and Promotion Committee of the individual's prior service in an accredited institution and/or his industrial experience. The foregoing also applies to staff members and classroom assistants transferring to faculty status.

18.0 APPOINTMENT, EVALUATION, JOB SECURITY OF FACULTY TEACHING NON-DEPARTMENTAL OR INTER-DIVISIONAL COURSES

18.1 The Dean of Academic Affairs shall appoint a three-member faculty committee from the appropriate Division/s to function as a departmental tenure and promotion committee following all procedures outlined in Section 17.

19.0 JOB SECURITY FOR PART-TIME FACULTY & PART-TIME CLASSROOM ASSISTANTS

19.1 All part-time classroom faculty who have completed seventy-two (72) hours of part-time service, including a minimum of fifty (50) hours in any one Department and have been reappointed for a seventy-third (73rd) hour shall automatically be granted a Certificate of Continuous Employment. However, in no case shall a Certificate of Continuous Employment be granted prior to the completion of three years. All part-time faculty in non-classroom areas, and part-time Classroom Assistants who are reappointed after having accrued an hourly equivalent of three full-time years shall be granted a Certificate of Continuous Employment. The procedures to be followed in the granting of these Certificates shall parallel those followed in the granting of tenure to full-time faculty. Hours of part-time service counted for the purpose of granting a Certificate of Continuous Employment shall not be counted again for the granting of another CCE.

19.2 A part-time faculty member who has refused an offered assignment in a department for six (6) consecutive semesters (Fall/Spring) shall be terminated in that department, except that two (2) consecutive semester extensions may be granted upon the mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion of or all prior service credit.

19.3 Part-time faculty and part-time classroom assistants shall be observed and evaluated at least once a semester for the first six (6) semesters and at least once a year thereafter until the part-time person attains a Certificate of Continuous Employment. Observations shall be performed by tenured full-time faculty members and may include Chairpersons and Directors. Evaluations in newly created Departments shall be done by a Departmental

Tenure and Promotion Committee as provided for at Section 24.3.5. The Department Chairperson or Director may in consultation with the Department Tenure and Promotion Committee assign part-time faculty members of a Department holding a Certificate of Continuous Employment to observe non-certified faculty members. No person shall be observed by the same person more than once per semester. Notice of at least one week shall be given to a person being observed. For the first thirty-six (36) hours of teaching by a part-time faculty member, each qualified voter in the department shall have one of the following options: to recommend

(a) unqualified approval (requires two-third majority vote)
(b) approval with reservations (requires simple majority vote)
(c) non-reappointment (requires simple majority vote)

9.4 After the completion of thirty-six (36) teaching hours or two calendar years by a part-time faculty member, whichever comes later, each qualified voter in the Department shall have one of the following options: to recommend

(a) approval
(b) non-reappointment

9.5 A two-thirds (2/3) majority vote is required for unqualified approval to reappoint. A majority vote, which is less than two-thirds (2/3) shall constitute an approval with reservations. Approval with reservations after the completion of 36 teaching hours shall be accompanied by a written statement by the Department Tenure and Promotion Committee to the College-wide Tenure and Promotion Committee, with a copy to the candidate.

9.6 If the Department votes for termination at the end of the Fall semester, the candidate shall be notified on or before December 1st. If the Department votes for termination at the end of the Spring Semester, the candidate shall be notified on or before May 1st.

9.7 Prior to the completion of thirty-six (36) teaching hours or two (2) calendar years by a part-time faculty member, whichever is later, reappointment may be denied by the Department for such reasons as the Department deems sufficient.

19.d After the completion of the above specified period, a vote of non-reappointment shall be accompanied by a written statement of the reasons for the vote by the Department Tenure & Promotion Committee to the College-wide Tenure and Promotion Committee with a copy to the candidate and the President of the College.

20.0 REAPPOINTMENT, TENURE AND JOB SECURITY: STAFF

20.1 During the first six months of employment the employee may be terminated by the Supervisor for any reason.

20.2 During the first twelve months of employment the Supervisor shall make at least quarterly evaluations of the employee's performance.

20.3 During the following twenty-four months of employment the Supervisor shall make at least semi-annual evaluations of the employee's performance. The employee may be terminated with notice following any negative evaluation.

20.4 With respect to evaluations of technologists in academic Departments, the evaluations referred to above shall be performed by the Department Chairperson.

20.5 Following thirty-six months continuous full-time employment if the employee is reappointed, tenure shall be granted. Tenure may not be granted in an acting position but shall be granted in the previously held permanent position. Time worked in non-tenure bearing titles shall not accrue towards tenure.

20.6 The tenure of all classified staff employees shall continue to be effective in any and all staff positions to which they may thereafter be permanently promoted or permanently transferred. For any tenured employee who serves in a particular acting position for three years or more and is subsequently returned to his/her original position, first consideration will be given to that employee for a comparable position to the vacated acting position; said consideration is to be given after members of the

department involved are considered and before said position is posted.

20.7 A Certificate of Continuous Employment for part-time employees shall be granted after seven (7) years of consecutive service.

20.8 If the College brings in new equipment or machinery for which employees have to be retrained, the College will undertake to provide this training.

20.9 In the event a position is abolished or discontinued, every effort shall be made to assign its holder to another position of equal rank for which he may qualify, if it is available. Seniority shall govern in the offering of vacant positions to those whose positions have been abolished or discontinued. However, in applying the principle of seniority, assignments shall be made first to positions of a similar classification. Following such assignments, vacancies in lower classifications shall be offered in order of seniority. The employee shall be offered any position which is vacant in a lower classification for which he may qualify and remain frozen at his former salary step until the salary schedule for his new job exceeds the salary step at which he was frozen.

20.10 Whether or not the employee accepts the lower position, he shall nevertheless be placed on a preferred employment list for appointment to any new position for which he may be qualified and which is equal in rank and salary to that which was discontinued. The names of such persons shall remain on the preferred list for three (3) years. FIT agrees to make all reasonable effort to notify such persons by certified mail, at their last known address, of available positions. Upon notification having been made, they shall have ten (10) working days in which to respond. First consideration shall be given to those who respond from the eligibility list. All such persons shall have the right to refuse any position offered by the FIT administration and remain at the same level on the preferred eligibility list. They shall retain all seniority earned at FIT. Seniority shall determine the level at which such employees are to be placed on the preferred eligibility list. Upon reemployment, the employees shall be placed on the next salary increment step beyond the step which was completed at

the time the employee's services were terminated. In the event a person with lesser seniority is proposed for reemployment, the Personnel Office shall consult with the Union before making the final decision to recommend for reemployment. After the above procedure has exhausted the preferred eligibility list, full-time positions will initially be offered to full-time staff, and thereafter, to part-time staff employed in the College in accordance with the procedure outlined in the Section, "Job Posting".

21.0 ASSIGNMENT OF PROGRAM: CLASSROOM FACULTY

21.1 Three (3) types of Assignment of Program lists (referred to hereinafter as AOP lists) shall be established and maintained by the Personnel Office, and available in the Department offices.

21.1.1 For the selection of any course given by the Continuing Education Division, one combined AOP list shall be compiled which will include all teaching experiences at FIT - day, evening, Winterim, summer session, and Summerim.

21.1.2 For the selection of part-time day session classes, an AOP list shall be compiled that includes only part-time day teaching experience and prior full-time teaching at FIT.

21.1.3 For the selection of full-time day session programs, an AOP list shall be compiled that includes all full-time and part-time day session teaching at FIT during the Fall and Spring semester.

21.1.4 No one who is or becomes full-time in one Department may continue to claim a place on the AOP list of another Department, but he shall not lose any hours of his accumulated AOP ranking credits in the determination of his place on the list of the Department in which he is or becomes full-time.

21.2 A Department may, by majority secret ballot vote, deny a full-time or part-time faculty member a course or courses chosen by the AOP list rankings method. Such decision may be made only if the Department judges that the faculty member is not qualified, or the specific requirements of the course(s) are not being met, or the educational needs and purposes of the Department will not be served by

such an assignment.

3 Full-time Day Assignments:

3.1 Preference in assignments shall be governed primarily by an individual's ranking on his Department's AOP list (Section 21.1.3), except that Department Chairpersons, and those Associate and Assistant Chairpersons, who teach no more than six hours, shall have preference over all others.

3.2 Full-time faculty shall have preference over part-time faculty in program assignments.

3.3 All full-time faculty in the Department shall receive full assignments, including any hours owed, before classes may be assigned in said Department to part-time faculty. If a full-time faculty member owes teaching hours during a Fall or semester and it is impossible to give the faculty member a full program, including hours owed, during the day hours, the faculty member, with his approval, may be assigned evening teaching assignment hours as part of his regular program during that semester. The appropriate Divisional Dean will make every reasonable effort to pay back to a faculty member the number of hours owed within a reasonable length of time.

3.4 If registration (excluding any pre-registration time period) requires a Department to either add or cancel classes, reassignment of programs shall be within the discretion of the Department Chairperson, in consultation with the affected faculty member(s) whenever possible. If there is disagreement between the Chairperson and faculty member(s), it is clearly understood that the Chairperson has the sole prerogative of reassignment of the teaching schedule to the faculty members.

4 Part-time Assignment:

4.1 Except when a full-time faculty member owes hours to the College, no additional sections or extra hours in the day may be assigned to any full-time person if there is a part-time person on the Department AOP list who is qualified and available for the assignment. In the event a Department's total program is unbalanced over the academic year, a

full-time faculty member may accept an overload in one semester, compensated by an underload in the following semester.

21.4.2 As the name of each part-time faculty member on the AOP list (sec. 21.1.2) is reached in order of ranking, the person may select one day assignment for which he is deemed qualified from among the unfilled assignments. The procedure continues through the list again, if necessary, until all assignments are filled; however, if a person selects an assignment of seven (7) or more hours on the first round of selections, he/she, may not make another selection until all persons on the AOP list have selected two courses not exceeding a total of seven (7) hours. Once a person has declined a day assignment for any semester, he may not later assert a claim on an assignment for that semester unless everyone on the lists who claims an assignment has received one. In the event an assignment is cancelled because of inadequate registration or changes in curriculum, a person may exercise his AOP ranking privilege if he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

21.4.3 Prior to each semester, the Divisional Dean, after receiving recommendations from the appropriate Department Chairperson, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need or lack of qualified personnel or lack of full-time faculty lines. Both parties agree that splitting a course due to a lack of full-time faculty is not educationally desirable.

21.4.4 Part-time faculty names shall be added to the Departmental AOP list only after the faculty member has taught twenty-four (24) contact hours. In the case of illness or resignation from the College, the assignment shall be offered to the next ranked person on the list. The name of any person not full-time in any department shall be removed from the part-time day session AOP list if he has declined an assignment for six (6) consecutive semesters. An extension of two (2) consecutive semesters may be granted upon the

mutual agreement of the Division Dean and the Department. Any subsequent employment shall be without prior service credit except that upon recommendation by the Department and Division Dean and approval of the President an employee may be granted any portion or all prior service credit.

21.4.5 Day substitution hours should be first offered by the Department Chairperson to qualified part-time faculty on the AOP list, whenever possible.

21.5 Continuing Education Assignments Excluding Summer, Summerim and Winterim:

21.5.1 The above assignments shall be distributed according to the AOP list of the Department as specified in Sec. 21.1.2 above.

21.5.2 As the name of each part-time faculty member on AOP list (21.1.2) is reached in order of ranking, the person may select one assignment for which he is deemed qualified from among the unfilled assignments. The procedure continues through the list again, if necessary, until all assignments are filled; however, if a person selects an assignment of seven (7) or more hours on the first round of selections, he/she may not make another selection until all persons on the AOP list have selected two courses not exceeding a total of seven (7) hours. Once a person has declined a day assignment for any semester, he may not later assert a claim on an assignment for that semester unless everyone on the lists who claims an assignment has received one. In the event an assignment is cancelled because of inadequate registration or changes in curriculum, a person may exercise his AOP ranking privilege if he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

21.5.3 Prior to each semester, the Dean of each Division, after receiving recommendations from the appropriate Department Chairperson, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all the lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need or lack of qualified personnel or lack of

full-time faculty lines. Both sides to the contract agree that splitting a course due to lack of full-time faculty lines is not educationally desirable. Individuals who, prior to September 1, 1975, have characteristically taught the laboratory/studio and lecture hours of a course shall continue to be offered such assignments, if they desire.

21.5.4 In the event an assignment is cancelled because of inadequate registration or changes in curriculum, a person may exercise his AOP ranking privilege if he is left with no assignment or with fewer assignments than someone with lower ranking on the AOP list.

21.5.5 When computing ranking as specified in Section 21.1.1 above for the combined AOP list, supervisory time in the evening shall be accrued as teaching experience.

21.5.6 Upon retirement, a full-time faculty member shall retain his accrued AOP ranking credits for part-time assignments.

21.6 Teaching Hour Limitations

21.6.1 Full-time faculty shall not be permitted to have more than two (2) classroom assignments or eight (8) class or supervisory hours per week in the Continuing Education Division, except as the College may require.

21.6.2 All part-time faculty members employed prior to the start of the Fall 1978 semester shall be limited to no more than twenty (20) hours of combined day and evening teaching with no more than three (3) nights including weekends taught in the Continuing Education Division.

21.6.3 All part-time faculty members whose employment commenced on or after the start of the Fall 1978 semester shall be limited to a maximum of fifteen (15) hours of combined day and evening teaching with no more than three (3) nights including weekends taught in the Continuing Education Division except by mutual agreement between the College and Union.

21.7 Discretionary Department Part-Time Assignments (Fall & Spring Semesters)

1.7.1 Upon recommendation of the Department Chairperson the Department may by majority secret ballot exclude from the AOP system any section(s) so that the Chairperson may assign such course(s) in order to fulfill the needs of the Department. Such action must be approved by the Divisional Dean. Such excluded sections cannot be assigned until completion of the first round of selections.

1.7.2 After the first selection under the AOP system the Chairperson may exercise discretionary authority to assign sections to new and/or existing faculty subject to the Dean's approval.

New faculty appointed under this discretionary provision shall be evaluated by the Department during the first semester and prior to any subsequent reappointment.

1.7.3 The total of sections assigned and/or excluded as above provided may not exceed ten percent (10%) or five sections, whichever be the lesser, of the Department's part-time Day and Continuing Education sections for the applicable semester, with a minimum of one section.

1.8 Summer/Summerim Session and Winterim Assignments

1.8.1 Summer/Summerim sessions and Winterim assignments shall be distributed according to the AOP list of the Department as specified in Section 21.1.1 above.

Summer and Summerim classes, both day and evening, shall be considered as a single entity for AOP purposes. Winterim, both day and evening, shall be considered as a single entity for AOP purposes.

1.8.2 The procedure to be followed in determining Summer/Summerim session and Winterim teaching assignments shall be the same as the procedures described at Section 21.1.1.

1.8.3 Prior to each Summer/Summerim session and each Winterim, the Divisional Dean, after receiving recommendations from the appropriate Chairperson, shall designate the number of teaching assignments available within each Department. A teaching assignment may consist of a complete course or all

tne lecture contact hours of a course or all the laboratory/studio hours of a course. Whenever the lecture and laboratory/studio hours of a course are split into two (2) teaching assignments, it shall be done only for educational need, or lack of qualified personnel, or lack of full-time faculty lines. Both parties agree that splitting a course due to a lack of full-time faculty lines is not educationally desirable. Individuals who, prior to September 1, 1975, have characteristically taught the laboratory/ studio and lecture hours of a particular course in the Summer/Summerim session and Winterim shall continue to be offered such assignments, if they desire.

21.8.4 As his name is reached in order of AOP ranking, each person on the combined list may select one assignment for which he is deemed qualified, as previously defined, from among the unfilled assignments. The procedure continues until all assignments are filled. Once a person has declined an assignment for a semester, he may not later asser a claim on an assignment for that semester unless everyone on tne list who claims an assignment has received one.

21.8.5 In the event an assignment is cancelled because of inadequate registration or changes in the curriculum, a person may exercise his AOP ranking privilege if he is left with no assignment or with fewer assignments than someone with lower ranking on tne AOP list.

21.8.6 All individuals affected by a reduction in the part-time faculty shall be placed on a Departmental preferential rehiring list, established by AOP ranking. Each person shall be responsible fo securing information about his position in order to be considered by the Department. Any name on the Departmental preferential rehiring list shall be removed after three (3) years if no assignment has been applied for and accepted.

22.0 ASSIGNMENT OF PROGRAM:
FACULTY OF STUDENT AFFAIRS & LIBRARY/MEDIA SERVICES AND CLASSROOM ASSISTANTS

22.1 Work assignments shall be compact and each day's schedule shall run consecutively.

22.2 When extra work hours are scheduled, full-time employees within the Department shall have first right of refusal based upon their length of full-time day and extra hours service providing they are considered by the Supervisor to be qualified and suitable for such extra work. The number of extra hours per week which may be worked by an individual are limited to the equivalent of one (1) day's working hours except as the College may require. The first fifteen (15) hours scheduled per week shall be available to full-time FIT employees within the Department and/or Library/Media Services Area. Notwithstanding any provisions herein to the contrary, these sections shall not constitute a guarantee of regular extra hours assignments.

22.3 Preference in assignments shall be governed primarily by length of service at FIT. Full-time members of the non-classroom faculty and classroom assistants shall have preference over part-time members in program assignments.

22.4 A Department may by majority secret ballot vote to deny a member an assignment chosen by the guidelines above described. Such decision may be made only if the Department judges that the member is not qualified or the specific requirements of the course are not being met, or the educational needs and purposes of the Department will not be served by such an assignment.

22.5 The maximum program for part-time faculty in the Department and/or Library/Media Services Area and part-time Classroom Assistants working either day and/or evening shall be no more than twenty (20) hours or as the College may require.

23.0

24.0 PROMOTION: FACULTY

24.1 Automatic Promotion

24.1.1 Full-time Faculty: For all full-time members of the faculty there shall be automatic promotion from the rank of Instructor to the first step of the Assistant Professor rank, in the following manner:

24.1.2 Individuals whose initial appointment was made at the first step of the Instructor rank shall

be promoted to Assistant Professor after completing three years' service as an Instructor.

24.1.3 Individuals whose initial appointment was made at the second step of the Instructor rank shall be promoted to Assistant Professor after completing two years' service as an Instructor. 24

24.1.4 Individuals whose initial appointment was made at the third step of the Instructor rank shall be promoted to Assistant Professor after completing one year's service as an Instructor.

24.1.5 Part-time Faculty: For all part-time members of the faculty, there shall be automatic promotion from the rank of Adjunct Instructor to the rank of Adjunct Assistant Professor, upon completion of hours equivalent to three (3) years of full-time service. 24

24.2 Merit Promotion

24.2.1 In addition to the above, merit promotions may be made between ranks.

24.2.2 A person may not be considered for a merit promotion for the entire period he is elected to serve on the College-wide Tenure and Promotion Committee. This provision applies to each term of office he is elected to serve on this committee. 24

24.2.3 Merit promotions for both full-time and part-time faculty shall be made in accordance with the following procedure.

24.2.4 For this Section, a Department is defined as any grouping of faculty members working under a Chairperson, Associate Chairperson, Director, or an appointed administrative officer. 24

24.2.5 Those faculty members who have been at the top step of their salary schedule for a minimum of four (4) years shall constitute a separate pool of candidates for promotion from which the President may make promotions by passing the procedures set forth in 24.3 herein.

24.3 Department Tenure and Promotion Committee

24.3.1 A Department Tenure and Promotion Committee shall consist of the Chairperson or Director of the 24

Department and two (2) tenured members of the Department elected by qualified members to serve three (3) year terms. The Committee shall elect one of its own members as Committee Chairperson excluding the Chairperson or Director.

.3.2 Whenever this Departmental Tenure and Promotion Committee meets concerning the granting of a Certificate of Continuous Employment or Merit Promotion for part-time faculty it shall be augmented by active part-time faculty, elected by the Department for three-year terms, as follows:

.3.3 When the Department has one part-time member, no additions; when the Department has two part-time members, the other shall serve; when the Department has three or more part-time members, two shall be elected to serve. Any Department consisting only of part-time faculty shall have a Departmental Tenure and Promotion Committee consisting of the Department Chairperson and two part-time members of the Department elected by qualified members to serve a three-year term. The Committee shall elect one of its own members as Committee Chairperson.

.3.4 In a department of five (5) full-time members, the entire department shall constitute the tenure and promotion committee. If a department has four (4) or fewer full-time members, it shall elect additional members drawn from the Day CCE part-time faculty within the department to bring the size of its Tenure and Promotion Committee to five (5) members. If there are an insufficient number of CCE day part-timers, the Department shall elect additional members drawn from the division. The additional members shall serve for one (1) year.

.3.5 However, in a newly-created Department, the above procedure becomes operative only if there are three (3) full-time members of the Department, two (2) of whom are tenured. If the procedure is inoperative in a newly-created Department, a committee of three (3) individuals, appointed by the Divisional Dean from among the Chairpersons, Associate Chairpersons, and Assistant Chairpersons of the Division, shall function as the Departmental Tenure and Promotion Committee.

.3.6 For purposes of considering reappointment, tenure and promotion, the Fashion Design Department

shall have two separate Tenure and Promotion Committees, one from the Apparel Area and one from the Art Area. Each Tenure and Promotion Committee shall consist of the Department Chairperson, the area Assistant Chairperson and two other tenured members elected by the area.

There shall be a separate vote within each area and the Department Chairperson shall not serve as Chairman of either Committee.

24.3.7 Any member of a Department shall have the right to recommend any member of the Department, including himself, to be considered by the Departmental Tenure and Promotion Committee.

24.3.8 The Department Tenure and Promotion Committee shall then collect and report to all members of the Department the necessary information about the candidate for merit promotion.

The Departmental Tenure and Promotion Committee reports to the Department in the presence of the candidate. If the report includes negative points, the candidate shall have the opportunity for rebuttal. After opportunity for rebuttal, the candidate shall leave. After Department discussion, the candidate shall return and have the opportunity to answer questions and to make a statement in his/her own behalf. At this time, a written ballot cast by qualified voters (excluding the candidate) shall be taken and counted immediately in the presence of the candidate and the Department, the count to be made by all members of the Department Tenure and Promotion Committee present. Candidates receiving a majority vote of approval shall be recommended by the Department to the College-wide Tenure and Promotion Committee along with the recommendation of the Divisional Dean. Written justification of a departmental vote of disapproval must be offered to the candidate if requested. At any point in the proceedings, a candidate may have forty-eight (48) hours to prepare a rebuttal in his/her own behalf if he so desires.

24.3.9 A faculty member denied a recommendation by the Department may appeal to the Divisional Dean to consider the candidate's credentials. If the Divisional Dean regards them favorably, he shall forward the candidate's forms to the College-wide

Tenure and Promotion Committee.

24.3.10 The College-wide Tenure and Promotion Committee shall vote to recommend or not recommend candidates for promotion. Two (2) lists: One listing in order of priority those candidates recommended for promotion, and another list showing candidates not recommended for promotion shall be forwarded to the President of the College through the Dean of Academic Affairs.

24.3.11 If the action of the President is to grant promotion to non-recommended candidates, or in other than the recommended order of priority, he shall meet with the College-wide Tenure and Promotion Committee and state the reasons for his actions.

24.3.12 After a candidate has once been approved by majority vote of his/her Department and recommended to the College-wide Tenure and Promotion Committee for consideration for promotion, the candidate shall be automatically recommended for promotion by his/her Department in the following two (2) years unless the Department reverses its recommendation in the following two (2) years by a two-thirds (2/3) vote. Any candidate, or the Department Tenure & Promotion Committee, or the College-wide Tenure and Promotion Committee has the option of requiring that new student evaluations be submitted. In addition, any candidate who wishes to be reconsidered by his/her Department before having his application automatically reapproved, may request the Department to reconsider and re-vote on his/her recommendation for promotion.

25.0 FACULTY DEVELOPMENT/STAFFING

25.1 During the life of this agreement every effort will be made mutually to establish a faculty development program.

25.2 FIT will make every reasonable effort to maintain appropriate professional staffing commensurate with the growth of the student population.

26.0 WORKING CONDITIONS: FACULTY OF THE ART & DESIGN, BUSINESS & TECHNOLOGY, AND LIBERAL ARTS DIVISIONS

26.1 Except where otherwise specifically stated elsewhere in this contract release time for assignments is negotiable between the individual concerned and the President of the College or his designee.

26.2 A minimum of one hundred-twenty (120) square feet of office space shall be provided for each full-time member of the faculty employed as of September 1, 1981. The College shall make every reasonable effort to provide office space for each full-time member of the faculty employed subsequent to September 1, 1981. Each occupied office shall have a telephone.

26.3 In reference only to full-time currently employed members of the faculty there shall be not more than two (2) such individuals in any one (1) office without permission of the faculty involved.

26.4 Exceptions to the above sections with respect to office space may be made by mutual agreement between the parties to this contract.

26.5 Full-time employment by FIT shall be considered the basic employment of the individual and the individual shall limit other compensated professional activities so as not to impair his educational effectiveness. In no case shall an employee have full-time employment elsewhere while he is a full-time employee of FIT.

26.6 All full-time faculty shall participate in College, Divisional, and Departmental meetings arranged with reasonable notice. Department meetings shall not be held at times which will consistently conflict with any full-time faculty class schedule for an entire semester. The College recognizes the value of supplementary avenues of individual professional growth and development. In the event the faculty member is not on campus he must make every effort to leave a telephone number where he can be reached by his Department Chairperson. When possible, part-time faculty shall be notified of all College, Divisional and Departmental meetings and shall have the right to attend them.

26.7 FIT shall provide adequate office space for the UCE.

27.0 WORKING CONDITIONS: FACULTY OF THE STUDENT AFFAIRS DIVISION AND LIBRARY/MEDIA SERVICES

27.1 The normal work week shall consist of five (5) days thirty (30) hours work per week.

27.2 Upon request the Director shall consult with the members of the department relative to the arrangement of work schedules so that the thirty (30) hours may be worked on either a five (5) or four (4) days schedule including flex-time variations on the fifth day. Such schedule shall be on a semester basis and be subject to the needs of the department, the recommendation of the senior administrator and the approval of the President. The schedule shall be arranged during the semester prior to implementation.

28.0 WORKING CONDITIONS: STAFF

28.1 The regular work day for all employees in this category is a seven (7) hour day exclusive of one (1) hour for lunch. The regular work week is defined as five (5) successive days. With the prior approval of the Supervisor and the Division Dean/ Senior Administrator employees may schedule their hours of work time outside the hours of 9:00 a.m. to 5:00 p.m. Seniority shall prevail in the rescheduling of hours.

28.2 Work assignments shall be compact and each day's working hours shall be consecutive.

28.3 Full-time staff shall have first choice of any extra hours available in their Department. The assignment shall be made on the basis of seniority, consistent with the needs of the Department as determined by the Supervisor.

28.3.1 Part-time staff shall be limited to twenty (20) hours per week, except by mutual consent by the College and the Union. This shall not preclude part-time staff from working hourly assignments of limited duration (e.g., evening registration) in addition to their regular assignments.

28.3.2 The number of extra hours per week which may be worked by an individual are limited to the equivalent of one (1) day's working hours except as the College may require. Part-time employees in this category may not have their working hours reduced by

operation of this Section. The first fifteen (15) additional hours scheduled per week shall be available to full-time FIT employees within the Department and/or Library/Media Services Area. Notwithstanding any provision herein to the contrary these sections shall not constitute a guarantee of regular extra hours assignments.

28.4 Any time the inside temperature reaches eighty-five (85) degrees or above or sixty-five (65) degrees or below and if an employee in this category cannot be transferred to another area with proper temperature conditions, the employee shall be released from work with no deduction in pay provided the Senior Administrator is notified.

28.5 With the approval of the immediate Supervisor and Senior Administrator, and at the discretion of the President, employees covered in this Section are permitted to take a course(s) during the normal work schedule with such time charged to vacation or to be made up. Such approval shall not be unreasonably withheld.

28.6 With the approval of the Supervisor and Senior Administrator, and at the discretion of the President, which approval shall not be unreasonably withheld, work schedules from the day after commencement until the first day of the Fall semester may be adjusted to release an employee one (1) day a week if the area is covered and he has worked the equivalent of a normal work week the other four (4) days. This only applies if the employee is scheduled to work five (5) days in a particular week. During the summer if changes to these schedules are required, they shall be made with the approval of the Senior Administrator.

28.7 Emergency Work exclusive of work described a Section 28.3 (work in continuation of the normal day's activities) when authorized in advance by a supervisory Dean or Senior Administrative Officer in writing to the Personnel Department as necessary and performed by a member of the staff in excess of the work day or week shall be compensated as follows: For overtime work the employee shall receive one and a half (1-1/2) hours of release time per each hour worked. In order to receive meal benefits, the employee must have worked an excess of two (2) hours beyond the normal work day and will then be

reimbursed (upon presentation of a receipted bill) not more than $5.00 for supper money and $2.50 for lunch money.

28.8 At the option of the employee and at the discretion of the President of the college an employee may be compensated at his/her regular hourly rate in lieu of compensatory time.

29.0 ACADEMIC (DAY & EVENING) CALENDAR

29.1 The President of the college or his/her designee shall consult with the executive committee of the UCE or its representative concerning the FIT academic calendar prior to his/her recommending any proposed calendar to the Board of Trustees. Subsequent changes in the calendar may only be made by mutual agreement of all parties involved in the original decision.

30.0 HOLIDAYS AND VACATIONS: CLASSROOM FACULTY

30.1 Faculty shall be on vacation immediately after the latter of the graduation ceremony in the Spring semester or submission of final grades. Such vacation shall continue without interruption until the first assignment for the Fall semester for the faculty member which shall not be earlier than one (1) week before the resumption of classes for the Fall semester. They shall be on vacation immediately after the end of the Fall semester or submission of final grades until one (1) week before the start of classes in the Spring semester.

During the period prior to the resumption of classes all faculty members shall be available for counseling and advisement of students.

31.0 HOLIDAYS AND VACATIONS: NON-CLASSROOM FACULTY, CLASSROOM ASSISTANTS

31.1 Full time non-classroom faculty and classroom assistants and materials specialists shall be entitled to fifty (50) days vacation per year. Up to fifteen (15) days unused vacation from the prior year may be carried over to the next year.

31.2 The administration shall provide staggered blocks of uninterrupted vacation time of eight weeks duration between commencement and one week prior to

registration.

The immediate supervisor shall develop the schedule of available vacation blocks, having received input from the affected employees. The selection of vacation blocks shall be governed by seniority. A block may not be selected by more than one employee as long as an open time block remains available. At least 120 days prior to commencement, the immediate supervisor shall deliver a copy of the proposed vacation schedule to the senior administrator. 32.

In the event that the senior administrator shall determine that the vacation schedules do not meet the needs of the department or College, he/she shall determine the departments, and time periods where such needs have not been met and the adequate number of employees with the special skills and ability required to meet such needs. However, in no case shall such determination be arbitrary, capricious, or unreasonable. Upon such determination the senior administrator shall seek voluntary coverage, absent which he/she shall assign employees on an inverse rotating seniority basis, in each instance subject to the special skills and abilities required, for one week periods until the need for coverage has been met. No person in subsequent years shall be assigned such periods until all employees have been so assigned. 32. 32.

At least 90 days prior to commencement, the senior administrator shall provide the final vacation schedule to the department. Vacations at other times of the year or of other duration as well as all other unused vacation time may be taken only with the prior approval of the immediate supervisor and the senior administrator. 32.

31.3 The immediate supervisor with the approval of the appropriate senior administrator, as applicable, may provide up to twelve (12) additional days off during the Christmas, Winterim, and Easter Week periods if the employee has completed all his assigned tasks. 33.

32.0 HOLIDAYS: FULL-TIME STAFF

1 All days on which the College is officially closed in accordance with the College calendar shall be deemed holidays with pay. For the following days, if the College is open on any of these days or if any of them falls on a Sunday, the staff shall receive equal time: Columbus Day, Veterans Day, Election Day, and Lincoln's Birthday. Suspension of classes for whatever reason does not necessarily mean that the College is officially closed. Optional holidays may be taken consecutively with the approval of the supervisor and the appropriate Division Head. Such approval shall not be with-held unreasonably.

2 The day preceding Christmas and the day preceding New Year's Day shall be deemed a holiday provided such day falls between Monday and Friday, inclusively. If such a day falls on a weekend, it shall be compensated for with one additional day off during the work week. Two (2) additional days may be taken during the Spring recess period and two (2) additional days may be taken during the Christmas, Winterim or intersession periods. These four (4) days shall be selected by each employee with the consent of the senior administrator.

3 If any of the recognized holidays stated in this section coincide with an employee's scheduled day off, the employee shall receive an additional day (or days) of annual leave (vacation).

4 In the event a holiday occurs during an employee's assigned annual leave, an additional day (or days) will be added to annual leave.

33.0 VACATIONS: FULL-TIME STAFF

1 All persons who are employed full-time on an annual salary in the positions referred to above shall be entitled to a total of thirty (30) college business days over the year for vacations. The thirty (30) days become cumulative at the rate of two and a half (2-1/2) days per month. All full-time persons in the employ of the College who have completed five (5) years on an annual salary in staff positions shall be entitled to a total of thirty-five (35) vacation days per year commencing with the sixth year of employment. Gary Phillips shall be entitled forty (40) vacation days per year. Anyone else

employed in the future as a Materials Assistant sh
be entitled to the same vacation as other staff.

33.2 Vacation time accrues beginning with the d
of initial employment and may be taken following t
first three (3) months of employment.

33.3 Upon separation of employment, earned
vacation days will be paid on a one-for-one basis.

33.4 Vacation Scheduling:

33.4.1 Among employees performing the same or
related work, seniority with FIT shall be a factor
honoring employees' preferences for vacation dates
taking into consideration Departmental and Divisio
needs. Determination of vacation dates shall be
based upon the needs of the Division with the
approval of the appropriate Director, Academic
Division Dean, or senior administrative officer.
administration shall make a concerted effort to
provide uninterrupted vacation time between June 1
and one (1) week prior to registration unless
otherwise requested by the employee. However, in
case shall this approval be unreasonably withheld.
Employees who have been transferred or promoted to
different work maintain their seniority.

33.4.2 Up to one year's vacation time may be save
and used in succeeding years with the approval of
appropriate senior administrative officer. Employ
shall receive notification of all accrued vacation
time at the beginning of each academic year. When
previous year's accrued vacation is being added to
current year's vacation such scheduling must be
approved no less than six (6) months in advance.

33.4.3 Vacation schedules shall be posted in all
offices.

33.5 Upon proper medical documentation to the
Director of Personnel for Staff and Records, a sta
member who becomes ill for five (5) or more
consecutive days during his scheduled vacation sha
be deemed on sick leave from the first day of his
illness. In such above circumstances, the days
originally scheduled as vacation days, had the
illness not occurred, shall be returned to the sta
member's vacation bank and charged to sick bank.
Such unused vacation days may then be rescheduled

a later date.

34.0 LEAVES OF ABSENCES: SICK LEAVE, PERSONAL LEAVE, EXCUSED ABSENCE WITHOUT LEAVE, UNPAID LEAVE, MATERNITY LEAVE, ADOPTION LEAVE, PATERNITY LEAVE

34.1 Sick Leave

Sick leave may be used only for personal illness or except as otherwise permitted by this agreement.

34.1.1 Ten (10) days of sick leave for personal illness shall be granted each Fall and Spring semester (effective the first day thereof) to all full-time persons covered by this contract, cumulative to a maximum of two hundred and twenty (220) days. Two (2) hours of sick leave shall be granted all part-time classroom faculty for every semester contact hour taught, cumulative to a maximum of twenty-seven (27) teaching hours. Part-time non-classroom faculty, part-time classroom assistants and part-time staff shall be granted sick leave on a prorata basis.

34.1.2 Subject to the provisions of applicable law, upon retirement, unused days in the sick bank shall be paid to the retiree as a terminal leave on a one-for-two basis.

34.1.3 When any full-time person covered by this contract has exhausted his bank of sick leave days and is still unfit for work, he shall be considered, for purposes of health insurance, as continuing in the employ of the College for one (1) year following the sick bank's expiration. Monthly premiums shall be paid to the insurance carrier by FIT for that year. Also, any full-time person covered by this contract who has exhausted his sick leave bank and all accumulated vacation and all other leave entitlement may apply for a loan of additional sick leave days, to be granted at the discretion of the President upon recommendation of the Senior Administrator. Such loan shall be repaid by reducing future earned sick leave at the rate of five (5) days per year, or more if the employee desires.

34.1.4 Part-time employees (including part-time classroom faculty and all others) may apply for a

loan of additional sick leave after exhausting all hours or days in his/her sick bank. Such loans may be granted at the discretion of the President, upon recommendation of the Senior Administrator.

34.1.5 Loans of additional sick leave granted to part-time employees are to be repaid by reducing future sick leave time earned per semester or year as applicable at the rate of 25% of the total loan.

34.1.6 All employees who borrow sick leave time must agree in writing that if they leave the employ of the college they will pay back the dollar value of the remaining time owed. They shall authorize the college to deduct such sum from the employee's terminal compensation.

34.2 Personal Leave

34.2.1 All full-time persons covered by this contract are entitled to have seven (7) days of personal leave annually with such leave chargeable to sick leave. Personal leave days may be taken solely to attend to urgent personal business which cannot be deferred excluding activities for which the individual receives remuneration. Notification must be given to the Department Chairperson and/or the immediate supervisor before any personal leave is taken, although it is recognized that emergencies may arise which prevent such prior notification. All part-time persons covered by this contract are entitled to two (2) absences for personal leave per semester with such leave chargeable to sick leave. (Personal leave for part-time persons cannot be used for business activities unrelated to the College.) Any unused days of absence for personal emergency leave shall accumulate only as sick leave. In the event a person has used up all personal leave days, the President of the College may grant additional personal leave days to be charged against the cumulative sick bank.

34.3 Excused Absence Without Leave

34.3.1 All persons covered by this contract who are absent for any of the following reasons shall receive full salary during their absence and shall not suffer loss of sick bank days.

34.3.2 Carrying out a specific College assignment or

attending a meeting with the approval of the President of the College or his designee.

4.3.3 Absence for religious observance for full-time persons is not to exceed three (3) days per year. (Note: Each day in excess of three (3) days shall be charged to personal leave and shall be deducted from the sick bank.) Absence for religious observance for part-time persons shall be charged only to personal leave.

4.3.4 Absence not to exceed five (5) consecutive days from the date of death of a member of the immediate family of the individuals covered by this contract or anyone in the personal household of these individuals. Except in extenuating circumstances, such leave shall commence on the date of death. Immediate family shall include grandparents, parents, spouse, sister, brother, children, or "in-law" relationships of the types just mentioned. Reasonable time to attend the funeral services of any associate, a relative, a friend, or an employee of FIT shall be permitted.

4.3.5 Official closing of the College because of an unforeseen emergency.

4.3.6 Attendance at graduation ceremonies for the employee or the employee's spouse, child, sibling, or parent. If the ceremonies are conducted at a distance which requires the better part of a day for travel, the total number of days for this purpose may not exceed three (3) calendar days. This shall include the day preceding and the day following the ceremonies.

4.3.7 All persons who are absent due to attendance before a court of law or public authority in matters in which they have no personal or financial interest, directly or indirectly, shall receive full salary during their absence and shall not suffer loss of sickbank days.

4.4 Unpaid Leave Provisions

4.4.1 Any employee who has tenure or a Certificate of Continuous Employment may apply to the President of the College through the appropriate Divisional Dean for a leave of absence of up to one (1) year without pay; an additional year may be granted at the

discretion of the President. The College will continue to provide health and welfare benefits to tenured full-time employees comparable to those given an active full-time employee for the duration of an authorized unpaid leave of absence. However, in no case shall the College expend more funds than the cost of the College's contribution for health and welfare benefits for active full-time employees.

34.4.2 An employee on such leave maintains his/her seniority as of the date the leave commences. Such leave shall not be considered an interruption of service. Upon return from such leave, the employee shall be reinstated at the next salary step beyond the step which was completed at the time the leave was granted. The period of leave does not count toward incremental advancement. One who takes an authorized leave of absence without pay preserves those rights applicable at the time of such leave without increase or diminution.

34.4.3 When an authorized leave of absence without pay is granted at the initiative of the College, the leave of absence may be granted with incremental advancement, if the President of the College and the Union Executive Committee concur.

34.4.4 An employee on paid leave for health reasons shall not engage in regular alternate compensated employment elsewhere.

34.5 Maternity Leave

34.5.1 Any employee who has tenure or a Certificate of Continuous Employment who becomes pregnant shall be granted maternity and childcare leave. She may continue to work as long as she is able. Upon certification by a physician of a date upon which she is or will no longer be fit and able to work, she may apply for maternity leave with pay from the date until six weeks after confinement provided she has sufficient days in her sick bank. Effective upon the exhaustion of sick leave, or after the sixth week after the confinement, she may apply for childcare leave without pay for a period not to exceed two (2) years. Application for childcare leave shall be made three months prior to the expected date of birth. The President may, upon application, grant an extension of childcare leave.

Childcare leave may be terminated at the

mother's request. The childcare leave of a classroom teacher returning to instructional duties must be terminated at the beginning of a regular or mini-session and the usual program assignment regulations shall be applicable. All employees shall give at least one month's notice if childcare leave is to be terminated prior to the termination of the leave originally approved. The foregoing does not preclude the return of a classroom teacher to non-instructional assignments.

During the entire period of maternity and childcare leave, the individual shall continue to be covered for all health and welfare benefits. An employee on such leave maintains her seniority as of the date leave without pay commences. Such leave shall not be considered to be an interruption of service. The period of childcare leave does not count toward incremental advancement. Upon return from childcare leave, the employee shall be reinstated at the salary step within schedule as when leave was granted. One who takes an authorized leave of absence without pay preserves those rights applicable at the time of such leave, without increase or diminution.

34.6 Adoption Leave

34.6.1 All provisions for unpaid leave outlined in Section 34.4.1 above shall apply in any and all cases of adoption of children under sixteen (16) years of age when such leave is requested by an adopting parent.

34.7 Paternity Leave

34.7.1 All provisions for unpaid leave outlined under item 34.4.1 above shall apply in all cases where any male individual covered by this contract whose spouse has a child requests a paternity leave.

WAIVER

34.8 The President may in his/her discretion waive the tenure or certificate of continuous employment preconditions to the obtaining of unpaid leaves. The President's decision shall have the effect of an arbitrator's decision which is final and binding.

34.9 Worker's Compensation

34.9.1 The college provides workers' compensation coverage. An employee suffering a work related injury shall promptly report the same to the college. The college shall supplement payments received under the workers' compensation law to the level of an employee's full salary.

35.0 WELFARE

35.1 FIT shall continue to make full payment for all full-time persons for all health and hospital insurance plans which were in force and effect as of August 31, 1984.

35.1.1 The health insurance plan covering part-time classroom faculty shall continue for the duration of this agreement without change in eligibility, benefit level, the percentage of employee contribution, or other provisions thereof.

35.2 FIT shall continue to pay health and hospital insurance premiums in full for all "part of a program" employees currently employed.

35.3 FIT shall continue to make full payment to the UFT Welfare Fund for all employees covered in sections 35.1 and 35.2 so as to provide benefits no less than those enjoyed by members of that Welfare Fund who are employees of the Board of Education of the City of New York.

35.4 FIT shall provide a health and hospital insurance plan for employees who retire after January 1, 1976 with a minimum of ten (10) years of full-time service at FIT. FIT shall pay up to sixty (60) dollars per annum of the premium of this coverage per employee upon presentation of appropriate receipted premium payments.

35.5 All full-time employees and employees working at least one half (1/2) of a full-time work load, their spouses and dependent children and retirees, shall be exempt from paying tuition and registration fees for all courses offered in the day and/or in the Division of Continuing Education.

35.6 FIT shall make arrangements for a payroll savings plan, if desired by the employees.

35.7 Upon written request by the individual a

full-time member of the faculty between the ages of fifty-five (55) years and sixty-nine (69) years having completed at least ten (10) years of full-time service may be permitted by the President with the recommendation of the Department and Divisional Dean to work no less than one-half (1/2) the normal work load during the day at a prorata salary. Under such circumstances the individual may not increase the number of hours taught by the individual in the Continuing Education Division beyond that which was taught in the previous academic year.

36.0 SALARY PAYMENTS: PROCEDURE

All employees covered by this contract on an annual salary shall be paid semi-monthly.

At the request of any employee who furnishes a stamped addressed envelope and deposit slip, FIT shall fill out the appropriate deposit slip, mark "for deposit only" on the back of the check and mail designated checks directly to the bank or other location of the employee's choice. The college shall not be responsible for loss or mis-deposit of any check.

37.0 RETRENCHMENT

Both parties to this agreement recognize that the existing provisions covering retrenchment may create problems for the institution, the administration, faculty and staff that require study and review. Accordingly, it is agreed that the President will establish a mutually acceptable committee to study the provisions of Section 37 of the agreement and report back to the President six (6) months prior to the expiration of this agreement. It is understood that the President will submit proposals for consideration for the next ensuing agreement taking into account the report of the study committee.

Should an exigency other than financial i.e., enrollment, change in curriculum due to technological changes, placement, etc. amongst others, occur during the life of this contract, a mutually agreed upon committee of no more than seven (7) persons shall be established to define the nature of the exigency and to determine if such an exigency exists. Should it be impossible to agree mutually on the membership of

such a committee, each party to this contract shall name three (3) persons and the committee itself shall elect a seventh (7th) person from outside this group to act as chairperson.

37.2 Definitions:

37.2.1 Financial Exigency: Financial exigency shall be deemed to exist, whenever, in any fiscal year, the monies available by legislative appropriation for all the operations of the College shall be insufficient for the continuation of such operations in the manner and to the extent that such operations were conducted during the preceding fiscal year.

37.2.2 Retrenchment: Retrenchment shall mean the laying off of personnel by reason of financial exigency and shall not mean termination except as modified by Section 37.1.

37.2.3 Seniority: Seniority shall mean the relative status of each employee within the College which status shall be measured by the length of such employee's service at the College; such service shall be deemed to have commenced on the date of initial appointment as a full-time employee.

37.2.4 Notwithstanding the foregoing, for the purpose of this Article, an employee's service at the College shall not include any time in excess of one year that such employee shall have spent in any unpaid leave of absence subsequent to initial appointment.

37.3 Consultation:

37.3.1 Whenever there shall exist a financial exigency, the College shall give notice thereof to the President of the Union as soon as reasonably possible. In the event of a financial exigency, the College will first curtail, to the maximum extent feasible, non-personnel expenditures before reducing or abolishing positions.

37.3.2 If retrenchment is necessary, then the following retention priorities shall prevail:

a) Tenured full-time employees
b) Non-tenured full-time employees
c) Part-time employees holding Certificates of

Continuous Employment

d) Part-time employees who have not received Certificates of Continuous Employment

e) Temporary full-time employees

f) Temporary part-time employees

37.3.3 By mutual agreement between the President and Union Executive Committee, a different set of priorities may be adopted.

37.3.4 Within each of the above groups the seniority of each employee shall determine the order in which the employee shall be retrenched, so that the most senior employee shall be the last retrenched and the least senior employee shall be first retrenched.

37.4 Notice

37.4.1 Whenever a determination has been made that an employee shall be retrenched pursuant to the provisions of this Article, the College shall give notice of retrenchment to such employee as soon after such determination shall have been made as is practicable.

37.5 Recall List:

37.5.1 All employees who shall have been retrenched pursuant to the provisions of this Article shall be placed on a recall list for three (3) years. These employees shall be recalled according to the principle "last retrenched-first recalled."

37.5.2 No appointment of non-campus ("outside") personnel may be made as long as positions available can be filled by recall of retrenched employees, and the employees so recalled shall be reappointed at the same rank and employment status held by that employee at the time the employee was retrenched.

38.0 FACULTY WORKLOAD

38.1 The standard weekly work load for full-time classroom faculty is a minimum of twelve (12) class contact hours. Any member of the classroom faculty who is assigned the equivalent of twelve (12) hours of combined class contact and released time, excluding Continuing Education, for an entire Fall or Spring semester shall be considered a full-time member of the faculty.

38.2 The teaching load for Department Chairpersons shall be no more than three (3) hours. The teaching load for Department Associate Chairperson shall be no more than six (6) hours. The teaching load for Department Assistant Chair-persons shall be no more than nine (9) hours. 38.6

38.3 Full-time faculty shall schedule and post four (4) office hours per week at times most convenient for students and deployed over no less than three (3) days per week, except as may otherwise be scheduled and approved by Department Chairperson. No such hours shall be posted for any time during common hour activity. Additional time will be made available for consultation with students by prior appointments.

38.4 Faculty members shall perform such additional College assignments considered to be reasonable by the parties hereto except that registration assignments shall be limited to orientation and counseling of students.

38.4.1 A faculty member who is assigned and conducts academic advisement sessions during evening or weekend hours shall be compensated at one-half (1/2) his/her hourly rate. 39.1

38.5 Full-time teaching assignments shall be compact, deployed over no less than 3 days extending in any one day for no longer than six (6) hours, except that individual faculty members may consent to a different schedule.

38.6 The number of different instructional preparations each semester shall be kept to a minimum. 39.2

38.6.1 Full-time faculty who substitute on an occasional basis during day session shall continue to be paid at his/her regular hourly rate for those hours that exceed six (6) hours for regular courses and nine (9) hours for laboratory/studio courses, per semester. Full-time faculty who substitute for any given section(s) for three (3) or more consecutive weeks shall be paid at his/her regular hourly rate or at 1/1000 of annual base salary, whichever is greater, from the first day of such substitution. 39.3

38.7 A part-time day faculty member may not teach

more than eleven (11) day hours a week.

Chairpersons, in consultation with their respective departments, and with the approval of the Dean, shall determine in which courses office hours are required. Part-time day faculty and, when possible, part-time faculty members teaching continuing education courses shall schedule and post 10 office hours, each 1/2 hour long, during the Spring and Fall semesters. Compensation for these office hours shall be at 1/2 the part-time faculty member's instructional hourly rate. This compensation applies only to faculty members teaching on a part-time or adjunct basis; this excludes full-time faculty members teaching continuing education courses. The office hour schedule shall be subject tothe approval of the Dept. Chairperson. Part-time faculty who are required to perform portfolio evaluations shall be compensated at one-half (1/2) their normal hourly rate.

39.0 CLASS SIZE

The following shall be applicable to class size:

The administration recognizes that FIT is a professional College and cannot indiscriminately increase enrollment without consulting the professional staff.

At the same time, our current FTE faculty ratio must be maintained if we wish to be considered a full opportunity college in regard to financial support from the State University.

Permission of a faculty member must be obtained if enrollment exceeds twenty-five (25) students; nonetheless, for administrative planning, the Registrar will intially, where applicable, plan for twenty-seven (27) students with final adjustments made at the end of the first week of each semester.

In the case where a faculty member does not give permission to exceed maximum class size which results in placing an unreasonable burden on a student in having to go either in the evening, on a split session, an extra semester, or a summer session, an immediate committee will be made up consisting of the President of the College or his

designee, the Dean of the Division concerned, the faculty member, the Registrar, and a member of the Executive Committee of the Union which shall meet an resolve the issue. In no case can the committee assign more than five (5) students above the maximum to any one section without permission of the instructor. In the event there are ten (10) or more students similarly situated in any one course, a new section will be started.

39.4 In English Composition and English Speech, the class size shall be limited to twenty (20) excep by permission of the instructor.

39.5 In laboratory, remedial classes, educational skills, and the special lecture sessions, the department shall recommend an optimum class size based upon the number of work stations, safety considerations, and educational effective-ness. These recommendations shall be subject to the approval of the President or his designee and determined by mutual agreement of the parties hereto.

40.0 SABBATICALS

40.1 For the duration of this contract, the college will request funds to be placed annually in the College budget to provide no fewer than ten (10) paid half-year sabbaticals for faculty members.

40.2 All full-time faculty shall have the right t apply for sabbatical leaves of absence after having completed six (6) full-time years of service at the College. A faculty member shall be given a semester's advance notice, if possible, regarding action taken on a sabbatical leave application.

41.0 OTHER

41.1 The college will continue constantly to review the proportion of full-time to part-time faculty so as to achieve academically desirable ratios.

41.1.1 The college will make every effort to increase the number of full-time staff positions if and when necessary to enable the Departments/Offices to efficiently discharge their responsibilities.

41.2 Subject to structural limitations every

effort will be made to provide employees engaged in counseling services adequate space to perform such counseling services in privacy.

42.0 RECLASSIFICATION - CLASSIFIED STAFF

42.1 The existing reclassification procedure shall remain in effect for the duration of this agreement. The President's decision shall have the effect of an arbitrator's decision which is final and binding.

43.0 STAFF WORKDAY: SUMMER & RECESS

43.1 The regular work day for staff from the day after commencement to the day the faculty is required to return shall be a six-hour day from 9:00 a.m. to 4:00 p.m. or from 10:00 a.m. to 5:00 p.m., as the college may require, exclusive of one (1) hour for lunch. In no case shall a staff member be required to work more than 20 days in a schedule not of his/her choice during this period.

43.2 During the Winter recess period the regular work day shall be a six-hour day from 9:00 a.m. to 4:00 p.m. or from 10:00 a.m. to 5:00 p.m., as the college may require, exclusive of one (1) hour for lunch. During the Christmas and Spring recesses the regular work day shall be from 9 a.m. to 4 p.m. An employee may voluntarily agree to work a 10:00 a.m. to 5:00 p.m. shift in order to provide coverage of an office on request by the supervisor of that office.

44.0 HOLIDAYS: PART-TIME EMPLOYEES

44.1 Effective 1 September 1985, part-time staff, part-time non-classsroom faculty and part-time classroom assistants who have completed three (3) years continuous employment shall be paid for holidays on which the college is closed and which fall on their regularly scheduled work day.

45.0 VACATION: PART-TIME STAFF

45.1 Effective 1 September 1985, part-time staff who have completed three years continuous employment shall be entitled to an annual vacation equal to two (2) weeks on a pro rata basis.

46.0 STAFF DEVELOPMENT

46.1 During the life of this contract a staff development program shall be implemented. This program shall include but not be limited to professional training in leadership and management skills and workshops that enhance job related skills.

47.0 SALARY ADJUSTMENTS/ECONOMIC CONSIDERATION

47.1 Salary adjustments and matters of economic consideration effective during the term of this Agreement (9/1//84-8/31/87) shall be subject to the negotiations between the City of New York and the Coalition of Municipal Unions (or its successor) applicable to the same period and shall be consistent with the provisions of Municipal Coalition Economic Agreement. Absent a coaliton such matters shall be negotiated by the parties hereto.

50.0 MUNICIPAL COALITION ECONOMIC AGREEMENT

50.1 There is incorporated herein by this reference the Municipal Coalition Economic Agreement made by and between the City of New York and the Coalition of Municipal Unions effective concurrent with the term hereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this day of , 1984.

FASHION INSTITUTE OF TECHNOLOGY

by_____

UNITED COLLEGE EMPLOYEES OF F.I.T.
LOCAL 3457, AMERICAN FEDERATION
OF TEACHERS

by_____

AGREEMENT, made and entered into this day of , 19

by and between

FULTON-MONTGOMERY COMMUNITY COLLEGE (hereinafter referred to as the "Employer"),

and

FULMONT ASSOCIATION OF COLLEGE EDUCATORS (hereinafter referred to as "FACE").

ARTICLE I - Requirement for Legislative Action.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE II - Recognition.

The Employer hereby recognizes FACE as the exclusive representative of the employees of the Employer in a unit of all full-time employees who hold the rank of Professor, Associate Professor, Assistant Professor, Instructor,

Technician III, Technician II, or Technician I and who, in addition, may hold the position titles of Librarian, Associate Librarian, Assistant Librarian, Director of Admissions, Coordinator of Financial Aid, Coordinator of Student Activities and Director of the College Union, Director of Non-Credit Programs, Coordinator of Continuing Education Projects, Director of Advisement, Counseling, and Testing, Counselor, Director of Career Planning, Registrar, Coordinator of Athletics; all after created similar non-managerial or non-confidential titles; and all part-time employees teaching credit-bearing courses, and excluding all others. Such recognition shall continue for the maximum period of unchallenged representation allowed by law.

ARTICLE III - Dues Deduction and Other Deductions.

A. The Employer agrees to deduct dues for FACE from the salaries of those employees who individually and voluntarily authorize such deductions, in writing. An employee may revoke such authorization at any time, by filing a written instrument of revocation with the Employer.

B. Upon receipt of a written request from FACE, the Employer will deduct from the salaries of employees who have not authorized dues deductions pursuant to paragraph A hereof, an agency fee equal to

FACE dues, in accord withthe laws of the State of New York.

C. The deduction of dues shall be made in the following manner: Annual, individual FACE membership dues, in an amount certified by FACE shall be deducted in eighteen (18) equal installments, beginning with the first pay period in October. No later than two (2) weeks before the first scheduled pay check for October, FACE shall provide the Employer with a list and with the signed original authorizations of those employees who voluntarily authorize FACE dues deductions. Following each pay period in which dues deductions are made, the Employer shall transmit the amount deducted to FACE.

D. The Employer agrees to continue to deduct employee contributions for U.S. Savings Bonds, Fulton County Teachers Federal Credit Union, tax sheltered annuities and the FACE Scholarship Fund.

ARTICLE IV - Negotiation Procedures.

A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties.

B. No later than December 15 of the final year of this Agreement, the

parties will enter into good faith negotiations over a successor agreement covering the following year or years.

ARTICLE V - Academic Freedom.

It is the policy of the College to maintain and encourage full freedoms, within the law, of inquiry, teaching, and research. This freedom shall include the right to belong to any legal organizations and to promote such organizations, and to hold and make public any view or opinion involving, but not limited to, social, economic, political and educational issues. The College also agrees to abide by the Bill of Rights of the Council of the American Library Association as amended June 27, 1967 by the ALA Council.

ARTICLE VI - Responsibility.

A. The major responsibility of an employee is to serve the students in the area of instruction, inclusive of the preparation and presentation of course materials and evaluation of student academic performance in those courses and programs to which they are assigned, and/or to perform such duties as are presently outlined in existing job descriptions or as such job descriptions are hereafter amended by mutual agreement of the Employee, Employer and Association. Although research and publication are encouraged and may be used in evaluation, if applicable, they should not interfere with

the effectiveness of the Employee in fulfilling his/her obligations to the students.

B. Employees are expected to attend all regularly scheduled faculty meetings, committee meetings, and all other official College functions and are expected to serve on College committees.

C. Employees may be asked to assist in the supervision of student events.

D. Employees having outside or part-time employment during the academic year may maintain such activity only with the understanding that it shall not impair their performance as full-time faculty.

E. Employees are expected to meet their classes promptly, as scheduled. Under normal circumstances, they should use the full-time allotted for the class period.

F. Technicians I and II who accept teaching responsibilities shall be compensated at the Continuing Education Instructor rate. Technicians III who have taught for five years shall be compensated at the Continuing Education Assistant Professor rate beginning in their sixth year of instruction.

ARTICLE VII - Professional Workshops and Conferences.

A. Each year, the Employer shall allocate a sum equal to $200. ($240. effective September 1, 1983; $275. effective September 1, 1984) multiplied by

the number of employees in the bargaining unit, not on leave, said sum to be utilized for the purpose of employee attendance at professional workshops and conferences. Each employee is entitled to utilize $200. ($240. or $275.) of said sum for such purposes; however, upon the written authorization of another employee and approval of the Dean, such sum may be transferred from one to another employee. Requests for permission to attend such meetings must be submitted to the Dean, if possible, two weeks before the meeting is to convene, giving place and time of meetings, topics to be covered at the meeting, and a summary of expected expenses. In circumstances in which the faculty member attends a meeting as a representative or delegate of the College the preceding limitations do not apply.

B. When it is necessary for the employee to use private transportation to attend an approved function, the employee shall receive twenty-three cents (23¢) per mile for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event. The employee shall also be reimbursed for road and bridge tolls paid along the route. Should either sponsoring county increase its rate above twenty-three cents (23¢), such rate will be applied to the College.

ARTICLE VIII - Conditions of Employment.

A. Term Appointment: Term appointments shall be for definite, specified periods of time. The services of employees having term appointments shall terminate automatically at the end of the term specified.

B. Continuing Appointment: A continuing appointment (tenure) shall be a full-time appointment to a position as Professor, Associate Professor, Assistant Professor or Technician, for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with termination policies. A continuing appointment may be granted after the third year of full-time continuous service with the College, but the period may be extended to a maximum of five (5) years.

C. Non-teaching Personnel: Non-teaching bargaining unit employees are considered members of the faculty for purposes of rank, promotion, tenure and other rights, privileges and responsibilities and shall:

(1) Serve a nine (9) month contract;

(2) Will receive Thanksgiving, Christmas, Easter Recess, and approved one-day holidays as indicated in the College calendar.

(3) Will work as required during the intersession/winter term period;

(4) Decisions regarding services of non-teaching personnel during the fiscal year shall be determined by the respective Dean and, where applicable, the immediate supervisor, after discussion with the individual employee.

D. Part-time Employees:

Part-time employees shall not be employed when there are sufficient course demands to justify the employment of a full-time employee ex-

cept where the College has the opportunity to employee part-time employees who have special qualifications not possessed by a full-time employee.

(1) Part-time employees teaching nine (9) hours or less shall be compensated at the appropriate level for Continuing Education salary or higher.

(2) Part-time employees teaching ten (10) to eleven (11) hours shall be compensated at a prorated salary based upon placement at the appropriate rank and salary of a full-time employee.

(3) Part-time employees teaching ten (10) to eleven (11) hours shall maintain three (3) office hours per week and are expected to attend division faculty meetings.

(4) An employee teaching twelve (12) or more hours shall be considered a full-time employee.

E. Existing employees will not be terminated in the event of the Employer's contracting out work previously performed by employees in the bargaining unit.

F. Termination.

(1) Term Employees: The non-renewal of a term appointment shall not be subject to the grievance procedure herein. Denial of a con-

tinuing appointment after five (5) consecutive years of term appointments shall be subject to the grievance procedure hereunder and shall be initiated at Stage Two thereof.

(2) Continuing Appointment Employees: The service of an employee on continuing appointment may be terminated for cause by written notice from the Employer. The notice from the Employer must be given early enough so that grievance procedures can be filed under Section "Grievance Procedures for Dismissal".

(3) Voluntary Termination: Any employee desiring to terminate his/her services shall file written notice thereof with the President at least sixty (60) days prior to the effective date thereof.

(4) Retrenchment (Layoff): When reducing the full-time staff the Employer will give those employees on continuing appointment who are to be affected notice thereof by February 1, prior to the effective date of layoff. Layoffs shall be made within service or program in inverse order of date of original appointment to the College.

Part-time employees shall be terminated before full-time employees and term appointments shall be terminated before employees on continuing appointment in the program or service are affected.

If two (2) persons have the same date of original appointment, rank and date of letter of acceptance shall be determinative of their respective seniority.

In the event a vacancy exists in other academic areas at the time of layoff, affected employees, qualified in such other academic areas shall be given priority consideration for employment in such areas.

Laid off employees on continuing appointment shall, for a period of two (2) years, have a right to be reinstated/recalled in inverse order of his/her layoff to a vacancy for which he/she is qualified. During this period the former position of a laid off employee will not be filled by a replacement unless the employee has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice. Such notice shall be by Registered or Certified Mail (return receipt) addressed to the last address filed in the Office of the President by the employee. If an employee fails to notify the Office of the President, in writing, within two (2) weeks of receipt of notice of reinstatement/recall indicating acceptance thereof (or within four [4] weeks of mailing thereof), the employee shall be deemed to have refused reinstatement/recall

and the Employer shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.

G. Office Assignment: Assignment and reassignment of faculty offices shall be the responsibility of the Dean in consultation with the Association. All requests for changes in office assignments shall be made in writing to the Dean.

H. Office Hours.

(1) Employees shall maintain at least five (5) posted office hours per week for student consultation and advisement. Such hours shall be in addition to scheduled classes.

(2) Additional appointments can be made when convenient for the student and employee.

I. Employees serve the contract period beginning September 1st and ending on Commencement Day. The total length of this period shall not exceed 41 weeks except as specified in Article VIII-C. Requests for permission to be absent during the period must be made in writing to and approved by the respective Dean.

I. The regular salary of each full-time employee shall be paid on a bi-weekly basis beginning no later than the second Wednesday in September.

The employee, upon written notice two (2) weeks prior to the first pay period, shall have the option of receiving (1) twenty (20) payments; (2) twenty-six (26) payments or (3) twenty-six (26) payments, the last six payments with the twentieth pay. Faculty members shall receive the form for this option with the last paycheck prior to Commencement. Faculty who do not return the option form by the above deadline shall receive their salary in the same manner as the previous year.

K. Notice--Appointments, Reappointments and Changes in Status.

The Employer shall notify all term employees, in writing, as soon as possible but not later than April 1, of their appointments, reappointments, promotions, changes in status or other changes in the terms or conditions of their positions. All employees must respond, in writing, to the above notification within two (2) weeks. The Employer shall notify all employees on continuing contract, in writing, as soon as possible but not later than February 1 of promotions, changes in status or other changes in terms or conditions of their positions.

L. Summer Responsibilities: The Employer shall make every effort to notify employees of appointment for non-teaching activities during the following summer by April 15.

M. For the duration of the Agreement, the Employer will provide secretarial services at the level presently existing.

N. Teaching during intersession/winter term shall constitute Continuing Education employment.

O. Employees whose major responsibility is instruction may be required to attend professional activities during the five-week days prior to the first day of classes in the second semester.

P. Prior written consent of the employee and the appropriate Dean is required in all instances of administration initialed transfer of assignment outside the employee's traditional area of specialty or preparation.

ARTICLE IX - Faculty Evaluation.

I. The Employer will, as a minimum, evaluate the performance of employees as follows:

(1) Those on Term appointment, on an annual basis;

(2) Those on Continuing appointment, at the discretion of the Employer, and

(3) Those requesting evaluation for promotion, in accordance with the terms specified in Article X.

A written evaluation will be transmitted to each individual, at the discretion of the Employer or at the request of the employee, no later than December 15.

Employees whose responsibility is in teaching will be evaluated in the following areas:

(1) Effective teaching;

(2) Service to the College;

(3) Professional growth;

(4) Contributions to the community.

Non-teaching personnel will be evaluated in the following areas:

(1) Effective performance of the duties as outlined in their respective job descriptions;

(2) Service to the College;

(3) Professional growth;

(4) Contributions to the community.

1. Effective teaching as demonstrated by:

   (a) Detailed course outlines;

   (b) Written statement of criteria used to evaluate students;

   (c) A standardized student evaluation survey, selected by the Employer, such as the Student Instructional Report (SIR) produced by the Educational Testing Service (ETS), Princeton, New Jersey. This raw data is to be submitted to the publisher for scoring and the reporting of relevant available statistical information.

   Additionally, the College will score and report institutional morms as follows:

   1. by Instructor
   2. by Division
   3. by Class Size
   4. by Course
   5. College-wide

   Upon request, reports will be made available to each member of the faculty regarding his/her personal scores.

   (d) Classroom observation forms;

   (e) Employee developed teaching materials;

   (f) Other instruments mutually agreed upon by the Employer and FACE.

NTP - Effective Performance of their duties as outlined in their respective job descriptions.

2. Service to the College as demonstrated by:

   (a) Fostering College objectives through participation in curricular research, development, review and modification of programs of instruction, and/or services.

   (b) Serving as a resource person in an area of specialty through advisory activity with the Employer, committee work, community service, and in professional and disciplinary groups.

   (c) Providing student services such as advising and supervision of student activities.

3. Professional growth as demonstrated by:

   Continued development through professional readings, formal or informal education and training, membership in professional organizations, participating in discussion and other activities to keep abreast of disciplinary developments.

4. Community Service as demonstrated by:

   Participation in local affairs, membership in local groups, and support of community activities.

II. Evaluation Procedures:

(1) Upon request, detailed course outlines for each new course and changes in existing courses must be submitted to the appropriate Associate Dean.

(2) The Employer will observe each teaching professional and confer with each non-teaching professional in compliance with (1), (2) and (3) contained in Section I of this Article. The Employer will notify the employee in advance of the classroom visitation. A copy of the checklist portion of the observation form will be delivered to the employee at the conclusion of the observation and the detailed copy (if any) of the observation form will be given to the employee within five (5) working days of the observation.

(3) On or before the submission of final grades, each teaching employee shall file, with the appropriate Associate Dean, a statement of the techniques used to evaluate student performance. Attached to the statement shall be copies of exams and other methods used to evaluate student performance.

ARTICLE X - Promotion Procedures.

Rank Promotion shall be at the sole discretion of the Employer. The Employer will apply the following criteria in promotion decisions:

A. Effective teaching and/or efficient performance of job duties as demonstrated by, but not limited to the following: Employer, peer and student evaluations, innovative teaching methods, development of new courses, consistency of services available to the College.

B. Services to the College as demonstrated by, but not limited to the following: committee work, contributions to the objectives of the College; such as, curricular review and revision, and judgment of peers, etc.

C. Professional Growth as demonstrated by, but not limited to the following: continued course work, advanced degrees and professional training, membership in and involvement in leadership roles of professional organizations, etc.

Prior to November 15, an employee may request that he/she be evaluated on the above criteria and be considered for a promotion by the appropriate administrator. The employee, who so requests, will be provided with a written evaluation to supplement or supplant his/her annual evaluation.

A. Each employee covered by this Agreement will receive twenty (20) days sick leave for the first employment year and will thereafter earn sick leave at the rate of one and one-half (1-1/2) days sick leave per month of employment in which the employee works ten (10) or more days to a maximum of twelve (12) days sick leave per (September 1 - August 31) year. Unused sick leave shall be cumulative to a maximum of one hundred eighty (180) days.

B. When an employee will be absent because of sickness, he/she should get information of the absence to the College switchboard operator as soon as possible.

C. There shall exist a Sick Leave Bank administered by FACE subject to such regulation as FACE may initiate and as set forth on Schedule C hereto annexed. Matters relating to the Sick Leave Bank administration or benefit entitlement thereunder shall not be grievable.

D. Personal Leave: Each employee will receive three (3) personal leave days per contract year. Notification for use of personal leave shall be made at least 48 hours in advance in writing to the Dean except in cases of unforeseen emergency. These days are not cumulative. Unused personal days will be added to accumulated sick leave.

E. Bereavement Leave: Each employee is entitled to three (3) consecutive days of leave in the event of death in his/her immediate family. Such days are not considered sick or personal leave days, nor are they cumulative from year to year in any form.

F. Maternity Leave: The President may grant a maternity leave of absence without pay up to a maximum of one (1) year.

G. Jury Duty: Any member of the unit scheduled for jury duty shall be excused from class attendance and other duties for such appearance and duty with pay less compensation received for jury duty.

H. Sabbatical Leave: All full-time employees covered by this Agreement with six (6) years continuous service with the College are eligible for sabbatical leave for educational study, research and/or travel. The sabbatical leave may be for one school year or one semester. All applications for sabbatical leave together with recommendations as hereinafter provided must be submitted to the Employer no later than eight (8) months prior to the beginning of said leave. The number of employees on sabbatical leave in any academic year will be limited to ten (10) per cent of the members of the bargaining unit, subject to the provision that no more than three (3) additional employees be utilized to provide professional services in replacement for the employees on sabbatical leave, except in the

case of a year where retrenchment of tenured faculty takes effect. In a retrenchment year the number of sabbaticals will be limited to twelve (12) per cent of the members of the bargaining unit based on the year in which retrenchment was announced and tenured employees who are retrenched would be allowed sabbatical leave without regard to years of service, years since last sabbatical or further commitment to the College. Retrenched tenured employees choosing to utilize the above sabbatical option must request the sabbatical leave prior to March 1 of the contract year when the retrenchment notice was given. Such employees would receive a sabbatical leave before any returning employee who had applied. An employee on sabbatical leave will receive half pay for a full academic year or full pay for leave for one academic semester. Employees granted sabbatical leave will be eligible for another sabbatical leave following an additional six (6) years of service. Recommendations for said leaves in order of merit shall be made to the Employer by FACE. Employees granted sabbatical leaves are expected to return to Fulton-Montgomery Community College upon expiration for at least one (1) year. In the event that an employee does not return to Fulton-Montgomery Community College for a one (1) year period after the expiration of his/her sabbatical leave, he/she shall reimburse the College with the full amount of money paid to him/her as salary during his/her leave. The period of sabbatical leave shall

be credited as continuous service for retirement. All fringe benefits such as retirement, insurance and the like shall continue during the said leave. An employee returning from said leave shall have all rights, rank and privileges upon return. Any employee who hereafter leaves the bargaining unit to assume administrative duties in an exempt position, shall retain but not accumulate years of service for purposes of Sabbatical Leave.

I. Faculty Status While on Leave: An employee on unpaid leave shall retain, but shall not accumulate, additional time toward continuing appointment or sabbatical leave. In addition, the employee on return from leave, shall have restored all other privileges enjoyed at the inception of such leave.

ARTICLE XII - Miscellaneous.

A. Existing written policies of the Board of Trustees which affect wages, hours and other terms and conditions of employment shall become part of this contract and subject to change only through negotiations between the parties. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the

right to negotiate such items with the Board; provided, it files such a request with the Board within five (5) calendar days after receipt of said notice.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

C. Any individual arrangement, agreement, or contract between the Board and an individual, heretofore executed, shall be subject to and consistent with the terms hereof. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The parties have had the opportunity to and have presented all matters of concern in negotiation and have negotiated and incorporated the same herein. During the term hereof, neither party shall be required to negotiate any subject matter of any nature whether or not contained or referred to herein.

E. The College shall continue in effect all terms and conditions of employment set forth herein for a maximum of two (2) years pending the execution of a successor agreement.

F. Faculty Personnel Records.

(1) An employee or his designee with written authorization may inspect anything in his/her personnel file upon request.

(2) The personnel files kept in the office of the President shall be the official personnel record, except for payroll records, containing all materials relating to performance of professional duties, promotion appointment and retention.

(3) Prior to the placement of evaluative material which pertains to the performance of his/her duties in the employee's personnel file, the employee must be given notification and the opportunity to read the contents and to attach any comments or supplementary material he/she may so desire.

(4) The employee may add material to his/her file.

G. Employee dependents (including husband, wife and children) are to be granted tuition free entrance for credit, non-credit or audit to any courses offered by the College subject to all regular conditions for offering any course. Dependents of those continuing appointment employees who die or are disabled while in the employ of the College shall, for a period of five (5) academic years following death or disablement, be granted the foregoing tuition free benefit.

H. Parking Facilities. Parking spaces equal in number to the employees covered by this Agreement shall be set aside for employee parking. Excepting parking spaces reserved for the handicapped the spaces shall be located closest to the buildings wherein the employees work. All employees shall be provided and must display decals to distinguish their cars from others.

I. Access to Buildings: Faculty shall have access to those buildings on campus in which they have individual responsibility between 7:00 a.m. and 10:00 p.m. on days when the College is in session. On days when the College is not in session, faculty must notify the security answering service of their arrival and departure.

J. Savings Clause. If any provision of this Agreement or any application of the Agreement to any employee(s) shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

K. No member of the professional staff shall be required to be on campus when classes are officially cancelled due to inclement weather.

ARTICLE XIII - Insurance/Retirement.

A. The Employer agrees to maintain in full force and effect during the term of this Agreement, the existing life and liability insurance coverage with life coverage at two times the annual compensation level.

B. The Employer agrees to maintain full force and effect during the term of this Agreement, health insurance with beneficial provisions no lesser than those presently existing for employees and dependents. Full premium cost for employee and dependents shall be paid by the Employer. The Employer shall consult with FACE prior to changing insurance carriers.

C. Employees employed as of and after September 1, 1983, shall contribute twenty-five percent (25%) of the premium cost of all insurance coverage until tenure, whereupon the Employer shall pay the full premium cost.

D. Early Retirement.

Employees may, at their option, retire on reaching fifty-five (55) years of age as of August 31, 1984 or August 31 of any subsequent year during the term hereof, upon the following terms and conditions:

(1) Irrevocable notice of retirement in writing subscribed by the retiring employee must be given by the 15th day of October preceding the retirement date.

(2) Retirement compensation shall be based on accumulated sick leave and years of full-time service as of the retirement date and shall be payable during the month of January next following retirement.

(3) Accumulated sick leave shall be payable in accord with the following schedule:

Days		Rate	Maximum
1 - 50	at	$10.	$ 500.
51 - 100		$20.	$2000.
101 - 150		$30.	$4500.
151 - 180		$40.	$7200.

(4) Years of full-time service (September 1 - August 31) shall be payable at the rate of Two Hundred Dollars ($200) per year.

(5) An employee who, on August 31, 1984 is fifty-five (55) years of age or older may, as of August 31, 1984, retire and be compensated at one hundred percent (100%) of the retirement incentive compensation hereinabove outlined, or, may retire as of August 31, 1985 and receive eighty percent (80%) of said sum or August 31, 1986 and receive seventy percent (70%) of said sum.

An employee attaining fifty-five (55) years of age as of August 31, 1985 may retire as of that date and be compensated at one hundred percent (100%) of the retirement incentive compensation hereinabove outlined or retire as of August 31, 1986 and receive eighty percent (80%) thereof.

An employee attaining fifty-five (55) years of age as of August 31, 1985 may retire as of that date and be compensated at one hundred percent (100%) of the retirement incentive compensation hereinabove outlined.

ARTICLE XIV - Grievance Procedure.

The Grievance Procedure shall be as set forth in Schedule "B" hereto annexed and by this reference incorporated herein.

ARTICLE XV - FACE and Member Rights.

A. FACE shall have the right to a reasonable use of College facilities for meeting purposes and office equipment, and supplies the latter on a cost reimbursement basis.

B. FACE shall be permitted an outside telephone line on the College premises, the costs related to which shall be borne by FACE.

C. FACE shall have the right to post notices of its activities and matters of FACE concern on College bulletin boards. FACE also shall have the right to utilize the intra-campus mail service to distribute its communications.

D. The third Monday of every month during the Fall and Spring semesters from 11:00 a.m. to 1:00 p.m. shall be reserved for a FACE meeting.

E. A room shall be reserved for exclusive use as an employee and staff lounge. The lounge shall be outfitted with furniture and appliances as currently existing in Room C-205.

F. The President of FACE or his/her designee shlll be invited to attend all Board meetings. The President of FACE shall receive a copy of the Board Agenda and Minutes.

G. The President of FACE or his/her designee shall annually be provided three (3) days for the purpose of attending union affairs. He/she shall be responsible to assure that his/her professional responsibilities shall be covered on said leave days.

H. Sufficient copies of this Agreement shall be produced by the Employer and furnished to FACE to assure distribution to all employees covered by this Agreement.

ARTICLE XVI - Faculty Loads and Class Schedules.

A. The College calendar shall be developed by the Employer after consultation with the Association.

B. Excluding those courses offered in Continuing Education, on-campus courses will be conducted between the hours of eight (8) o'clock a.m. and five (5) o'clock p.m. Exceptions to 8-5 daily schedule: Nursing, Food Service, and Natural Resources Labs may be scheduled to commence at seven (7) o'clock a.m.; AVT and Technology Labs may be scheduled to conclude after five (5) o'clock p.m.

C. An employee may be assigned no more than sixteen (16) contact hours per week, unless more than half of the contact hours per week are laboratory hours or physical education activity courses in which case the maximum will be seventeen (17) contact hours per week. Any hours

in excess of this will be considered an overload and will be compensated at the appropriate continuing education rate for each hour in excess of either 16 or 17 contact hours as indicated above.

D. An employee's load will be determined by considering the number of contact hours per week which require distinct preparation, identified by having different course numbers, and by the number of weighted student contact hours determined by multiplying the student contact hours by 1 in a lecture course and by 2/3 for a laboratory period, or by 2/3 for certain courses listed in paragraph E below. An overload will occur where the number of weighted student contact hours exceeds the maximum in the following chart and will be compensated at $10.00 per weighted student contact hour. Effective September 1, 1984 an employee will be compensated at $10.00 per weighted student contact hour for the first 50 which exceed the maximum and at $12.00 for those in excess of 50. Student contact overloads must be approved by the appropriate Dean, and shall be computed based on enrollment at the conclusion of the scheduled add-drop period.

E.

Hours of Different Classes per Week	Maximum Weighted Student Contact Hours
9 or fewer	450
10 - 12	400
13 - 14	350
15 or more	300

Classes having a 2/3 weighted factor: All classes designated as Laboratory's, Physical Education activity courses, Recitations AR 011, BU 231, BU 232.

(1) An employee who is assigned a section as an overload will be paid for such assignment at the appropriate extension rate. The weighted student contact hours generated by the overload section will not be used to compute weighted student contact hours or weighted student contact hour overload.

The course that constitutes the overload shall be the one assigned to the employee at the time of receipt of the preliminary schedule or, if not applicable, the one assigned subsequent to the preliminary schedule.

(2) Any employee having a reduced contact hour load due to academic advisement, will have his/her maximum weighted student contact hour load reduced by a proportionate amount. (1/5 for academic faculty advisors each semester).

F. Except in instances of available individuals with exceptional qualifications, qualified full-time employees shall be provided the first opportunity to instruct Continuing Education courses not to exceed one course per semester unless mutually agreed upon.

G. When an employee is absent for an extended period of time (more than one week), a qualified employee may take over teaching responsibilities and will be compensated at a rate equal to the Continuing Education salary schedule commencing with the second week of coverage.

H. Administrators shall be permitted to teach credit-bearing courses; however, such instruction shall not cause termination of unit employees.

I. Teaching faculty may be assigned to teach at night under the following conditions:

(1) A faculty member assigned to a course involving a lecture with a laboratory as part of the same course, may be assigned to teach two nights per week.

(2) A faculty member assigned to teach either a lecture course or a laboratory without a lecture, may be assigned to teach one night a week.

(3) A teaching faculty member shall not be assigned a course on load at night for three (3) consecutive semesters.

(4) If a faculty member is assigned to a course after 6:00 p.m., then that faculty member shall not be assigned a course before 9:00 a.m. the following morning unless that faculty member agrees.

(5) Night assignment shall be distributed among faculty qualified to teach said assignments.

(6) On load at night assignments shall not be used for punitive purposes.

(7) Course assignments in the evening must be scheduled thirty (30) days prior to the first day of class unless that faculty member is scheduled to teach that course that semester.

ARTICLE XVII - Salaries.

Matters relating to annual salaries and matters of economic benefit shall be as set forth on Schedule A hereto annexed.

ARTICLE XVIII - Duration of Agreement.

This contract shall be effective as of September 1, 1982, and shall continue in effect through August 31, 1986.

By mutual consent the parties to this Agreement may discuss and negotiate items which arise during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article IV of this Agreement. Amendments resulting from such negotiations shall take effect when approved by the appropriate parties, or at such other time as may be mutually agreeable to the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives in the manner following as of the day and date first written above.

FACE:	EMPLOYER:
_____	_____
President	Chairman, Board of Trustees
_____	_____
Negotiating Committee	President

SCHEDULE A

A. Salary Increases and Ranges.

The following constitutes salary increases applicable to returning bargaining unit members and salary ranges within academic rank or title effective during the term of this Agreement:

Rank/Title	Increase 1982-83	Range 1982 - 83	Increase 1983-84	Range 1983 - 84	Increase 1984-85	Range 1984 - 85
Technician I	$ 841.84	$ 9000 - $12400	$1000	$ 9500 - $13400	$1000	$10500 - $14400
Technician II	$ 873.36	$11000 - $15000	$1000	$11500 - $16000	$1000	$12500 - $17000
Technician III	$ 920.64	$14000 - $18900	$1000	$15000 - $19900	$1000	$15500 - $20900
Instructor	$ 920.64	$14000 - $18900	$1000	$15000 - $19900	$1000	$15500 - $20900
Ass't Professor	$ 967.92	$17000 - $22800	$1300	$18300 - $24100	$1400	$19000 - $25500
Asso. Professor	$1015.20	$21000 - $26700	$1300	$22300 - $28000	$1500	$23100 - $29500
Professor	$1162.48	$25000 - $30700	$1300	$26300 - $32000	$1500	$27100 - $33500

B. Employees, present and/or hereafter employed shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

SCHEDULE A (cont'd)

A. Salary Increases and Ranges.

The following constitutes salary increases applicable to returning bargaining unit members and salary ranges within academic rank or title effective during the term of this Agreement:

	Increase	Range
Rank/Title	1985-86	1985-86
Technician I	$1000	$11000 - $15400
Technician II	$1000	$13000 - $18000
Technician III	$1000	$16000 - $21900
Instructor	$1000	$16000 - $21900
Assistant Professor	$1400	$19700 - $26900
Associate Professor	$1500	$23900 - $31000
Professor	$1550	$27900 - $35050

B. Employees, present and/or hereafter employed shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

C. The ranges set forth in Paragraph A hereof relate to base salaries only.

D. When it becomes necessary to contract services of employees covered by this Agreement, before or beyond the limits of the Agreement, said employees will be compensated at a per diem rate of 1/205 of the employee's annual salary.

E. Promotion will not, under any circumstances, be considered automatic. Effective September 1, 1982 a faculty member promoted to a higher rank shall receive the negotiated increase of the higher rank, plus the sum of Eight Hundred Dollars ($800) and shall for each of three (3) years thereafter receive additional sums of Eight Hundred Dollars ($800) and shall, in the fifth (5th) year, if necessary, receive a sum which will at the maximum bring the employee to the top of the rank to which promoted.

F. Continuing Education Salary Schedule:

Rank	Salary Per Semester Hour			
	1982-83	1983-84	1984-85	1985-86
Instructor	$290.00	$310.00	$320.00	$330.00
Assistant Professor	$310.00	$325.00	$335.00	$345.00
Associate Professor	$330.00	$340.00	$350.00	$360.00
Professor	$350.00	$360.00	$370.00	$380.00

One (1) additional hour of remuneration will be paid according to the above schedule in those instances where the contact hours for a Continuing Education course exceed the semester hours for that course.

G. Coaching Salaries.

An Index based on the amount of time and responsibility required of each coach is listed below:

Cross Country	3	Tennis	2
Soccer	5	W. Basketball	3.5
Swimming	5	Softball	2
Wrestling	5	Volleyball	3
Basketball	7	W. Tennis	2
Skiing	2	Baseball	1.5
Golf	2	Cheerleading	2
Bowling	2	Track	2
		Trainer	5

(1) The salary for each coach will be the product of the Index and the Instructors rate for continuing education.

(2) The salary of assistant coaches shall be one-half of the Index of the coach times the appropriate continuing education rate. The Employer is responsible for the assignment of coaches and their assistants.

SCHEDULE B

GRIEVANCE PROCEDURE.

Section I - Declaration of Purpose.

It is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section II - Definitions.

2.1 A Grievance is an allegation by an employee covered by this Agreement, that there has been: [1] a breach, misinterpretation, or improper application of the terms of this Agreement, or [2] an arbitrary or discriminatory application of, or a failure to act pursuant to, the By-laws and written policies of the Board related to the terms and conditions of employment.

2.2 The term Supervisor shall mean any immediate superior or other administrative or supervisory officer responsible for the area in which alleged grievances arise except for the Chief Executive Officer.

2.3 The Chief Executive Officer is the President of the College.

2.4 Association shall mean Fulmont Association of College Educators (FACE).

2.5 Aggrieved Party shall mean FACE and/or any persons or group of persons in the negotiating unit filing a grievance.

2.6 Party-in-Interest shall mean FACE and any party named in a grievance who is not the aggrieved party.

2.7 Grievance Committee is the committee created and constituted by FACE.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III - Procedures.

3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the faculty member and FACE.

3.3 If a grievance affects a group of employees, it may be submitted by the Association directly at Stage 2.

3.4 The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5 The Employer will facilitate any investigation which may be required and will make available, upon request of any aggrieved party, any and all material and relevant documents, communications and records concerning the alleged grievance. The Employer shall not be required to create and/or compile data and/or information.

3.6 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceeding made at each stage of the grievance procedure.

3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Employer, against the aggrieved

party, any party-in-interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly developed by the Employer and FACE. The Employer shall have the forms agreed upon printed and distributed to the members of the unit to facilitate operation of the grievance procedure.

3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and FACE has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is ad-

justed without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.11 In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by FACE, the hearing officer making the decision will cause to be served upon FACE a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee simultaneously with the rendering of the decision by the Hearing Officer. FACE may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

3.12 The Grievance Committee shall be entitled to at least two (2) working days advance notice from the Hearing Officer of all hearings on all grievances in which the aggrieved party is not represented by FACE.

Such notice shall include copies of all documents in the possession of the Hearing Officer and FACE shall be entitled to participate in and express its position and offer proof.

3.13 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if FACE is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and provided, further, that Stage 3 of this grievance procedure shall be available only to FACE and those aggrieved parties represented.

3.14 Any and all notices which this grievance procedure requires to be given to the Employer may be delivered to the Chief Executive Officer of the Fulton-Montgomery Community College, or in his/her absence, to the person then in charge of his/her office.

Section IV - Time Limits.

4.1 Every effort will be made by all parties to expedite the grievance process. The time limits specified for either party may be extended by mutual agreement.

4.2 Grievances will be forwarded at the first available stage within

forty-five (45) working days after the employee actually knew of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the Employer will notify FACE and the aggrieved party of the expiration of the said basic time limit. FACE and/or the aggrieved party may then appeal within five (5) days after receipt of said notice. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and FACE, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced prorata so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as possible.

Section V - Stages of Grievance Procedure.

5.1 Stage 1A: Supervisor-Informal.

An employee having a grievance will discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

Stage 1B: Supervisor-Written Decision.

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party-in-interest, render a decision thereon, in writing, and present it to the aggrieved party, his/her representative and FACE. At the conclusion of Stage 1 the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

5.2 Stage 2: President (Chief Executive Officer).

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative shall, within fifteen (15) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the

written decision at Stage 1 shall be submitted with the appeal. Within two (2) working days, after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the aggrieved party and the Grievance Committee, or its representative, and all other parties in interest of said date and hearings will be commenced within five (5) days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within five (5) working days after the conclusion of the hearing.

5.3 Stage 3: Binding Arbitration.

A. If an aggrieved party represented by FACE and FACE are not satisfied with the decision at Stage 2 and FACE determines that the grievance is meritorious, the Grievance Committee may, within fifteen (15) working days of the decision at Stage 2, submit the grievance to the American Arbitration Association for the selection of an Arbitrator.

B. The parties will then be bound by the rules and procedures of the American Arbitration Association.

C. The Arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

D. The decision of the Arbitrator shall be final and binding upon all parties.

E. The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Employer and FACE.

Section VI - Grievance Procedures for Dismissal.

6.1 Any employee alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of law, this Agreement, policies, rules, by-laws, regulations, directions, order, work rules, procedures, practices or customs of the Employer, or violates any other constitutional or legal right or academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submitting to the Grievance Committee.

6.2 In the processing of grievances for dismissal of an employee on continuing appointment the burden of proof shall be upon the Employer to show adequate cause for its action.

6.25 In the processing of grievance for non-reemployment of an employee on a term appointment, the burden of proof that the non-reemployment violated the employee's academic freedom or rights under Article 14 of the Civil Service Law shall be upon the employee.

6.3 Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Employer shall present reasonable detailed and formally written charges to the aggrieved party.

002867

AGREEMENT, made and entered into this day of October 1985, by and between

FULTON-MONTGOMERY COMMUNITY COLLEGE (hereinafter referred to as the "Employer"),

and

FULMONT ASSOCIATION OF COLLEGE EDUCATORS (hereinafter referred to as "FACE").

1. The September 1, 1982 - August 31, 1986 Agreement of the parties hereto is, in all ~~particulars~~ except as herein contained, extended to August 31, 1989.

2. Article XI, paragraph A of the 1982-1986 Agreement is amended to read as follows:

   A. Each employee covered by this Agreement will received twenty (20) days sick leave for the first employment year and will thereafter earn sick leave at the rate of one and one-half (1-1/2) days sick leave per month of employment in which the employee works ten (10) or more days to a maximum of twelve (12) days sick leave per (September 1 - August 31) year. Unused sick leave shall be cumulative to a maximum of Two Hundred (200) days.

3. Article XII, paragraph G of the 1982-1986 Agreement is amended to read as follows:

   G. Employee dependents (including husband, wife, and children) are to be granted tuition free entrance for credit, non-credit or audit to any courses offered by the College subject to all regular conditions for offering any course. Dependents of those continuing appointment employees who die or are disabled while in the employ of the College shall, for a period of ten (10) academic years following the death or disablement, be granted the foregoing tuition free benefit.

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4. Article XVI, paragraph E of the 1982-1986 Agreement is amended to read as follows:

E. Hours of Different Classes per Week	Maximum Weighted Student Contact Hours
9 or fewer	450
10 - 12	400
13 - 14	350
15 or more	300

Classes having a 2/3 weighted factor: All classes designated as Laboratory's, Physical Education activity courses, Recitations AR 011.

1. An employee who is assigned a section as an overload will be paid for such assignment at the appropriate extension rate. The weighted student contact hours generated by the overload section will not be used to compute weighted student contact hours or weighted student contact hour overload.

   The course that constitutes the overload shall be the one assigned to the employee at the time of receipt of the preliminary schedule or, if not applicable, the one assigned subsequent to the preliminary schedule.

2. Any employee having a reduced contact hour load due to academic advisement, will have his/her maximum weighted student contact hour load reduced by a proportionate amount. (1/5 for academic faculty advisors each semester).

5. Article XVI, paragraph G of the 1982-1986 Agreement is amended to read as follows:

G. When an employee is absent for an extended period of time (more than one week), a qualified employee may take over teaching responsibilities and will be compensated at a rate equal to the Continuing Education salary schedule commencing with the second week of coverage, and will be paid for the total amount of time that teaching responsibilities were covered.

6. Article XVIII of the 1982-1986 Agreement is amended to read as follows:

This contract shall be effective as of September 1, 1982, and shall continue in affect as amended, through August 31, 1989.

7. Schedule A, paragraph A of the 1982-1986 Agreement is amended to read as follows:

A. Salary Increases and Ranges.

The following constitutes salary increases applicable to returning bargaining unit members and salary ranges within academic rank or title effective during the term of this Agreement:

Rank/Title	Increase 1985-86	Ranges 1985-86	Increase 1986-87	Ranges 1986-87
Technician I	$1,000	$11,000-$15,400	$1,000	$11,500-$16,400
Technician II	1,000	13,000- 18,000	1,000	13,500- 19,000
Technician III	1,000	16,000- 21,900	1,100	16,550- 23,000
Instructor	1,000	16,000- 21,900	1,100	16,550- 23,000
Ass't Professor	1,400	19,700- 26,900	1,400	20,400- 28,300
Asso. Professor	1,500	23,900- 31,000	1,600	24,700- 32,600
Professor	1,550	27,900- 35,050	1,650	28,725- 36,700

Rank/Title	Increase 1987-88	Ranges 1987-88	Increase 1988-89	Ranges 1988-89
Technician I	$1,050	$12,025-$17,450	$1,100	$12,575-$18,550
Technician II	1,050	14,025- 20,050	1,100	14,575- 21,150
Technician III	1,150	17,125- 24,150	1,200	18,325- 23,350
Instructor	1,150	17,125- 24,150	1,200	18,325- 25,350
Ass't Professor	1,450	21,125- 29,750	1,500	21,875- 31,250
Asso. Professor	1,650	25,525- 34,250	1,700	26,375- 35,950
Professor	1,700	29,575- 38,400	1,800	30,475- 40,200

8. Schedule A, paragraph F of the 1982-1986 Agreement is amended to read as follows:

F. Continuing Education Salary Schedule:

Rank	Salary Per Semester Hour 1985-86	1986-87	1987-88	1988-89
Instructor	$330	$340	$350	$360
Assistant Professor	345	355	365	375
Associate Professor	360	370	380	390
Professor	380	390	400	410

One (1) additional hour of remuneration will be paid according to the above schedule in those instances where the contact hours for a Continuing Education course exceed the semester hours for that course.

9. Article XIII, paragraph D of the 1982-1986 Agreement and the amendment thereof dated July 12, 1984 is further amended as follows:

D. Early Retirement

Employees may, at their option, elect early retirement effective August 31, 1986 or August 31 of any subsequent year during the term hereof upon [1] reaching fifty-five

(55) years of age, or [2] upon attainment of ten (10) or more years of full-time service, in either instance upon the following terms and conditions:

1. Unless waived by the Employer, irrevocable notice of early retirement in writing subscribed by the retiring employee must be given by December 1, 1985 by those employees electing early retirement as of August 31, 1986 and by the 15th day of October preceding the retirement date thereafter.

2. Early retirement compensation shall be based on accumulated sick leave and years of full-time service as of the early retirement date and shall be payable no later than the month of January next following retirement.

3. Accumulated sick leave shall be payable in accord with the following schedule:

Days	Rate	Maximum
1 - 50	$10	$ 500
51 - 100	20	2,000
101 - 150	30	4,500
151 - 180	40	7,200
181 - 200	50	10,000

4. Years of full-time service (September 1 - August 31) shall be payable at the rate of Three-Hundred Dollars ($300) per year.

5. In addition to compensation for accumulated sick leave and years of full-time service, employees with ten (10) or more years of full-time service shall receive up to one-half their base salary immediately prior to retirement to a maximum early retirement compensation benefit (inclusive of sick leave, years of service and salary) of $15,000; employees with twenty (20) or more years of full-time service shall receive such benefit to a maximum of $30,000.

6. An employee who, on August 31, 1986, is fifty-five (55) years of age or older, or who will have accumulated ten (10) or more years of service, and who has given timely notice of early retirement shall retire as of August 31, 1986 and be compensated at one hundred percent (100%) of the early retirement incentive provided herein.

7. Employees who, as of August 31 of a year subsequent to 1986, will become fifty-five (55) years of age or who will have accumulated ten (10) (10) years of service and who give timely notice of early retirement as of such August 31 will be compensated at one hundred percent (100%) of the early retirement incentive herein provided.

8. The deferrment of early retirement on August 31, 1986 by employees who, as of August 31, 1986 will be fifty-five (55) years of age or older and the deferrment of early retirement by employees who subsequently attain fifty-five (55) years of age shall effect a reduction in the early retirement incentive compensation at the rate of twenty percent (20%) thereof each year of deferrment.

9. The College will budget up to $150,000 per year starting with the 1986-87 budget year for Early Retirement with the amount subject to Clauses Nos. 11 and 12.

10. The number of employees eligible for early retirement each year of this Agreement shall be limited to that number of qualified applicants whose total early retirement incentive compensation do not exceed $150,000. The forfeiture provision of paragraph 8 hereof shall not apply to a qualified applicant denied early retirement by reason of $150,000 annual limitations.

11. The faculty applying for Early retirement shall be ranked according to years of service to the College. In a case of a tie in years of service, present rank will be used. If after considering years of service and rank a tie still exists, date and time of application for Early Retirement will be considered to break the tie.

12. The Early Retirement compensation for each ranked applicant will be computed and removed from the available pool ($150,000). This process will continue until the next persons Early Retirement compensation exceeds the balance in the pool. (Any unused pool balance will not be carried forward to the next year.)

13. Any employees denied Early Retirement due to Clauses Nos. 11 and 12 would be placed at the top of the list for the following year in the same respective order they were previously ranked and would receive 100% of the compensation for which qualified, upon retirement.

14. In the year 1988-89 those people denied Early Retirement because of Clauses Nos. 11 and 12 would be allowed to retire and receive their Early Retirement in the year 1989-90 at 100% compensation for which qualified up to the maximum $150,000.

15. A committee consisting of the President of Fulton-Montgomery Community College, Chairman of the Fulton-Montgomery Community College Board of Trustees, President of Fulmont Association of College Educators (FACE) and the Vice President of FACE will exist for the purpose of resolving questions of benefit entitlement and ranking conflicts and such other issues as may arise in the implementation of the early retirement incentive provisions. The decisions of the committee are final and binding.

16. The Early Retirement option terminates August 31, 1989.

10. Except as herein provided all of the terms and provisions of the 1982-1986 Agreement of the parties and the July 12, 1984 amendment of that agreement are hereby ratified, reaffirmed and extended.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives in the manner following as of the day of October 1985.

FACE:

_____
President

_____
Secretary

FULTON-MONTGOMERY COMMUNITY COLI

_____
Chairman, Board of Trustees

_____
President

AGREEMENT

by and between

THE COUNTY OF GENESEE

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

and

THE GENESEE EDUCATIONAL ASSOCIATION

Dated: June 11th, 1980

Extension of Agreement to August 31, 1986 attached
Extension of Agreement to August 31, 1988 attached

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AGREEMENT, made this 11th day of June, 1980 by and between

THE COUNTY LEGISLATURE OF THE COUNTY OF GENESEE, NEW YORK (hereinafter referred to as the "Legislature");

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE (hereinafter referred to as the "Trustees"), the "Legislature" and "Trustees" (hereinafter referred to collectively as the "College");

and

THE GENESEE EDUCATIONAL ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I - Recognition

The College hereby recognizes the Association as the exclusive representative of its employees in a unit including all full-time teaching faculty, full-time librarians, full-time counselors, full-time directors (except those designated by the College as "Managerial/Confidential"), full-time Media Specialist and full-time Technical Assistants, for the purposes of collective negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and for all lawful purposes under the law of the State of New York. Such recognition shall extend for the maximum period allowed by law.

ARTICLE II - Fair Practices

2.1 The Legislature and the Trustees, separately and collectively hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by law. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

2.2 Pursuant to the provisions of subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Association affirms:

> that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

2.3 Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation, age, national origin or physical disability.

2.4 The College hereby agrees that employees employed in the defined unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. The College agrees that it will not directly or indirectly deprive, discourage, coerce or harass any employee in the enjoyment of any right conferred by the Public Employees Fair Employment Act; that it will not discriminate against any

employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his lawful participation in any activities of the Association or in collective professional negotiations with the College, or his institution of any grievances, complaint or proceeding under this Agreement.

2.5 The parties hereto recognize and endorse the Statement of Professional Ethics as set forth in the March 1969 Spring issue of the A.A.U.P. Bulletin..

ARTICLE III - Association Rights

3.1 During the term of any extension or renewal of the term hereof, the College will not accord dues deduction or similar check-off rights to any other organization purporting to represent employees in the defined unit represented by the Association.

3.2 The College agrees to deduct from the salaries of the employees in the defined unit the dues or agency fee of the Association. Any member of the Association may voluntarily authorize dues deduction in writing, on forms prescribed by the Association; said forms will be submitted to the College business office. Such authorization shall be for the period of one (1) year and may thereafter be revoked at any time in writing by the Association member.

3.3 The Association shall certify to the College, in writing, the current dues and agency fee rate and shall give the College thirty (30) days notice prior to the effective date of any change thereof.

3.4 The College shall, within ten (10) days following each pay period in which dues and agency fee deductions are made, transmit the amount so deducted to the Association.

3.5 Membership in the Association shall not be a condition of employment or a preference in the continuation of employment; however, the Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to eighty-five percent (85%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of the contract ratification date and annually as of April 1, thereafter.

3.6 The President of the Genesee Educational Association, if a teaching member of the unit, shall be assigned a teaching load which reflects a reduction of six (6) class hours from the normal teaching load per year, and if a non-teaching member of the unit shall have released time equal to one (1) hour per day during the Fall and Spring semesters.

3.7 The Association shall be entitled to use College space for the purpose of conducting meetings and the business for which it is organized; provided, only that such usage does not interfere with the College or with individual faculty member's schedules or programs.

3.8 The College will set aside one hour of every month for Association meetings during the scheduled common hours.

ARTICLE IV - Conditions of Employment

4.1 Basic Load Full-Time Teaching Faculty

(a) Thirty-two (32) credit hours/thirty-six (36) contact hours /thirty-seven (37) contact hours effective September 1, 1982; thirty-eight (38) contact hours effective September 1, 1983/ maximum per academic year, exclusive of summer sessions.

Overload shall be assigned on a voluntary basis and shall be compensated as follows:

(1) On a credit hour basis, when the annual teaching load exceeds 32 credit hours, overload compensation shall be paid for one entire course to be designated by the Dean. Subsequent overloads shall be compensated on a per credit hour basis.

(2) On a contact hour basis, overload compensation shall be paid on the basis of each contact hour exceeding 36, /37 as of September 1, 1982; 38 as of September 1, 1983/.

(3) Overload shall be paid on the basis of (1) or (2) above, whichever is greater.

(b) Course preparation will not exceed three (3) per semester unless more are agreed upon by the faculty member, and the Dean.

(c) Exception to the foregoing limitation are courses in Foreign Languages and one-credit activity courses in Physical Education.

4.2 Schedule Assignment

(a) Each instructor shall be given his/her tentative teaching schedule for the Fall term no later than June 1, and for the Spring term no later than December 15.

(b) Unit members, on the recommendation of an appropriate officer of the College, with the approval of the President, may be released from all or a fraction of their regular assignments for special assignment for periods extending from one week to one year for the purpose of preparing grant or aid requests, developing new or supplementary instructional materials or aids, preparing new courses, developing new programs or improving existing programs and such other special assignments to which the College and unit member mutually agree.

4.3 Office Hours

Faculty shall file (with their respective supervisors and the Dean), post and maintain a schedule of at least five (5) office hours per week for student consultation. Whenever feasible such schedule shall be on the basis of one hour per day and shall be scheduled at reasonable hours. A faculty member assigned less than a full work load may be assigned a sixth office hour per week.

4.4 Sponsorship of Student Activities

Sponsorship of all student clubs, organizations and activities including intercollegiate athletics and drama, shall be on a voluntary basis. The teaching load of a faculty member will not be reduced upon undertaking the sponsorship of student activities.

4.5 Calendar

(a) The College year shall consist of regularly scheduled class days and other days set aside for other professional activities. In the latter instance, the faculty will be expected to be on campus 8:30 - 4:30, when activities are scheduled.

(b) The academic calendar shall be determined by the College and shall contain 168 days exclusive of graduation, inclusive of instruction, examinations, orientation, registration, recruitment, advisement and workshops.

(c) All unit members shall have the work day before Christmas as a holiday.

4.6 College Day

(a) Genesee Community College will operate under the "one college" concept in that classes shall be scheduled between 8:00 a.m. and 10:00 p.m.

(b) Faculty members may be assigned to teach, within load, at off-campus sites, on Saturdays and evenings. Insofar as possible, such assignments shall be equitably distributed among the faculty within each discipline. All other factors being equal, full-time faculty members will be given preference over part-time faculty members for courses taught on campus between 8:00 a.m. and 4:30 p.m. Assignment to teach at correctional facilities shall be on a voluntary basis.

(c) Teaching schedules may, with written approval of the Dean, accommodate special scheduling requests from faculty members, including a work week of less than five (5) days.

(d) There shall be at least ten (10) hours between the end of a faculty member's last class of the day and the beginning of his/her first class the next day unless otherwise agreed to by the faculty member in writing.

4.7 Class Size

The ideal class size varies from one academic discipline to another. The College will attempt to limit class size to the number established by the Dean of the College after consultation with the faculty within the respective discipline. Matters relating to the class size shall not be grievable.

4.8 Librarians, Counselors, Directors, Technical Assistants and Media Specialist

(a) The work day shall be eight (8) consecutive hours inclusive of lunch period.

(b) The work week shall consist of an average of five (5) days per week.

(c) Except as provided in paragraph (d) hereof, the work year shall be the twelve (12) month administrative year.

(d) Librarians and Counselors employed subsequent to the effective date hereof shall be employed on either the twelve-month administrative year or a ten-month, one hundred eighty (180) work day basis.

Upon the employment of counselors or librarians on a ten-month (180 day) basis, the opportunity to work such schedule

shall first be afforded those employed on the twelve-month administrative year basis, employed prior to the effective date hereof and possessing the required expertise and experience.

Summer assignments of ten-month (180 day) counselors and librarians shall be offered on a seniority basis to those with the required expertise and experience. In the event that those so qualified decline such assignment the College may make such assignment on the basis of the inverse order of seniority and individuals so assigned shall be required to perform such assignment.

(e) Counselors, Librarians, Technical Assistants and Directors will not be assigned to areas which are inappropriate to their educational background, job experience or training, without their consent.

In the event of transfer or reassignment, a Director or Technical Assistant shall have the right to discuss such a transfer or assignment with his/her appropriate supervisor before such transfer or reassignment takes effect.

(f) Annual vacation for administrative calendar employees shall be twenty (20) days and is not cumulative. Unused vacation shall accumulate as sick leave.

(g) Non-teaching unit members may be eligible to accumulate compensatory time under the following conditions:

(1) A written request is made by the unit member to work at a time period that would earn compensatory time and such request is approved by the unit Dean prior to the performance of such work, or

(2) The unit Dean requests, in writing, the performance of work for which the unit member would be eligible to receive compensatory time, and

(3) At the time of granting of such work authorization, or within two (2) working days after the compensatory time is earned, arrangements are made between the eligible unit member and his/her supervisor for use of such time.

ARTICLE V - Professional Appointments, Etc.

5.1 Staff Files

A. Personnel File:

All material pertaining to an individual unit member which the College receives for purposes of initial employment or application for a new position within the College, from non-college sources such as other universities or placement services shall be placed in that unit member's administrative file and shall not be available to the unit member but shall be available only to the President, Dean and immediate Supervisor.

B. Professional File:

All material relative to an individual member which originates within the College or by virtue of employment within the College shall be placed in that unit member's professional file and shall be made available to the individual for inspection and to the Association upon the request of the individual unit member with the right to reproduce the same or any part thereof. All material

placed in the professional file must be signed and dated by the individual originating the material. Each unit member shall have the right to put any material into his/her professional folder at will.

5.2 Appointments

Genesee Community College shall provide one of three types of professional service appointment to all full-time individuals covered by the terms of this Agreement.

(a) A temporary appointment is made for a fixed term not to exceed one (1) year where a position is not expected to be permanent. Termination of persons employed under temporary contracts shall not be subject to the grievance procedures hereunder.

(b) A probationary appointment is an appointment for one (1) academic year (administrative year as to Directors, Technical Assistants and Media Specialist); renewable annually for a period not to exceed a total of four (4) years. In the final probationary year a unit member shall be notified of his/her continuing appointment status on or before January 15. The probationary period may, in the exclusive discretion of the College, in exceptional circumstances, be reduced to less than four (4) years service at Genesee Community College.

(c) A continuing appointment will be granted in the year of reappointment following the conclusion of the final probationary appointment. The term of each reappointment will be determined by the College but in no event shall reappointment be for a

period of less than four (4) years nor more than six (6) years. Individuals granted continuing appointment shall hold their respective positions during competent professional service and conduct for the period of reappointment, following which such status shall be subject to review by the College as to whether or not continuing appointments should be renewed for a successive term of not less than four (4) years nor more than six (6) years. The unit member shall be notified of such status no later than January 15 of the last appointment year.

At the discretion of the College and at any time during the term of a continuing appointment, such appointment may be renewed with such new appointment commencing on the granting thereof and continuing for a term of not less than four (4) years nor more than six (6) years, the period of such renewal to be determined by and at the discretion of the College.

(d) The College will promulgate and provide, in writing, to each unit member on continuing appointment standards for reappointment. Each time he/she is evaluated, the unit member shall be informed, in writing, by the evaluator of any areas which he/she must improve before the evaluator would recommend him/her for renewal of continuing appointment.

To such extent as Board Policy #236 applies to unit members on continuing contracts and is not inconsistent with this Agreement, the evaluation standards therein set forth shall

be controlling. Except as may be otherwise provided in this Agreement, the Board retains exclusive authority to amend and set policy relating to faculty evaluation but shall consult with the Association not less than thirty (30) days prior to any change in said Board Policy #236 which relates to evaluation standards. Any such change shall be prospective in effect.

Prior to considering the renewal or non-renewal of a continuing appointment contract the Board of Trustees or a committee thereof will review and take into consideration all of the written evaluations of such unit member made during the then-expiring continuing contract period.

In the event of the non-renewal of a continuing appointment contract, the affected unit member upon written request directed to the Board of Trustees delivered to the office of the President, shall be granted an opportunity to appeal (individually and/or by a representative) before the Board of Trustees or a committee thereof for the purpose of presenting such information as he/she may deem appropriate under the circumstances. Such meeting may precede initial Board action on renewal/non-renewal or shall be within thirty (30) days thereafter.

(e) Letters of non-reappointment to unit members on probationary appointment in other than the final probationary year will be offered no later than April 15 of the initial year and no later than January 15 of successive years of employment. Unless otherwise notified by these respective dates, the unit member's probationary appointment is automatically renewed.

(f) A unit member who hereafter begins employment at the College on a probationary appointment after November 1st:

(1) shall be notified by letter of non-reappointment no later than April 15 of the initial year of employment;

(2) shall be considered for continuing appointment following 4-1/2 years of employment.

(g) If a unit member is granted a temporary appointment and at the expiration thereof is granted a probationary appointment in the same position the time served by said member in the temporary status shall be considered as time served in a probationary status for up to a two-year period.

(h) A unit member serving on a temporary contract (one year grant) will be notified of renewal or non-renewal within two (2) weeks of receipt of official notification by the College of continuance or termination of the grant.

If guaranteed refunding for the same project is received for more than one (1) year, the person on a temporary contract, if to be renewed, shall be notified as outlined above for the first year of the renewal and will be notified by February 1 of each subsequent year.

If for any reason, after notification of renewal of a contract under a multiple year grant, grant funds are withdrawn or eliminated or the College elects to withdraw from participation in a grant project, the offer of reemployment shall be null and void and have no legal effect.

5.3 Transfer of Assignment/Faculty

(a) Under no circumstances should a faculty member be assigned in an area in which he/she has no formal preparation without his/her consent and that of the Association.

(b) In the event of transfer or reassignment, a faculty member shall have the right to discuss such a transfer or assignment with his/her immediate supervisor before such transfer or reassignment takes effect.

(c) Administrative personnel who are selected from among the members of the bargaining unit after September 1, 1980 may return no later than two (2) years following the date of initial administrative appointment. On return to the bargaining unit within the said two (2) year period the unit member will have restored all bargaining unit rights and benefits as if he/she had not left the unit except for seniority which shall be the same as when he/she left.

5.4 Retrenchment

(a) Retrenchment is defined as the termination of the appointment of a unit member on a continuing appointment as a result of financial exigency, a reduction in student enrollment, curtailment of programs or services or in the instance of Directors and Technical Assistants termination of the job function.

(b) Among the criteria to be considered in the retrenchment of personnel shall be years of service to the College.

(c) Retrenchment shall be effective as of the end of an academic year, whether or not the same coincides with the expiration of a continuing appointment term. Notice of retrenchment shall be provided not later than the preceding February 15.

(d) The Association shall have a Retrenchment Committee of not less than three (3) nor more than five (5) of its members on continuing appointment. In the event the College has made a decision to retrench unit members, such decision shall be promptly communicated to the Association and the Association Retrenchment Committee shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the need therefor.

(e) A unit member in the area to be retrenched who may be proficient in another area may apply for reassignment in accordance with the terms of the contract, if such an opening exists, or if a new position is established by the President of the College.

Such reassignment shall be possible if the unit member meets criteria and procedures for employment in the assigned area.

(f) A retrenched unit member who undertakes retraining for the purpose of redeployment shall be given preference for employment in the new area.

(g) A retrenched unit member's position shall not be filled by a replacement within a period of two (2) years unless the retrenched unit member has been offered reappointment to the position and has declined.

(b) A retrenched unit member who is qualified in more than one discipline in the instance of faculty, or job function in the instance of Directors and Technical Assistants, shall be given preference to any existing opening in such disciplines or job functions.

5.5 Evaluation

All unit members on temporary and probationary appointment shall be formally evaluated once annually. Evaluation of instruction for faculty and otherwise for all unit members on continuing contracts shall be an ongoing process to be formalized at least once every two (2) years. Formal faculty evaluation shall emphasize effective instruction and improvement of instruction and shall also include other aspects of professional performance. All evaluations will include a conference(s) between individuals and their immediate supervisor, a completed evaluation which will become part of the individual's professional file, which may be followed by individual conferences with appropriate administrative personnel. The individual being evaluated may include a dissenting written opinion and/or related evidence in his/her professional folder. The unit member shall have the right to have his/her evaluation reviewed by the Dean of the College.

5.6 Field Trips

Field trips are defined as a planned educational experience required by the instructor of a course necessitating students to leave campus and shall be subject to budget limitation.

(a) Field trips shall be subject to the provisions of the Faculty Handbook relating thereto.

(b) Existing liability insurance policies relating to third party bodily injury ($500,000 each person; $1,000,000 each occurrence; and $1,000,000 aggregate) and property damage ($100,000 each occurrence and $100,000 aggregate) shall be applicable to the College and unit member in all instances of field trips as hereinabove provided.

5.7 Vacancies

(a) Notice of any professional position vacancy, administrative or faculty, shall be posted on each division bulletin board and a copy thereof shall be forwarded to the Association President at least five (5) days prior to its publication elsewhere. A complete job description, including remuneration offered, duties, responsibilities, and a statement of required qualifications will be available in the personnel office.

(b) The Association, among others of the College will be involved, in an advisory capacity, in the engagement of the President and Deans of the College.

(c) When a vacancy for a unit teaching position (other than a temporary position) comes about, the appropriate Dean shall appoint an applicant screening committee from within the discipline after seeking the advice of the appropriate discipline personnel in terms of possible committee members. No applicant for the position may serve on the committee.

The committee will review applications, interview applicants and, if deemed appropriate by the committee, make arrangements for other faculty and staff to meet applicants and to coordinate the interview schedule with the appropriate Dean. The report of the committee shall be advisory only; and shall recommend to the appropriate Dean acceptable applicants.

ARTICLE VI - Leaves of Absence

6.1 Sabbatical Committee

A sabbatical committee, consisting of five (5) unit members, shall be elected by the unit members annually. Members of this committee will not be eligible for a sabbatical leave for the next academic year. The committee's duties will be to consider all applications for sabbatical leave.

6.2 Sabbatical Leave

(a) The purpose of a sabbatical leave program is to increase a unit member's value to the College.

(b) Sabbatical leave shall be granted for planned travel, study, formal education, research, and related activities directly related to the professional development of the individual, in terms of its use and value to the College.

(c) All members of the unit who have completed at least six (6) years of continuous full-time service at the College will be eligible to apply for a sabbatical leave. The period of time for eligibility for additional sabbatical leave shall be six (6) years from the date of returning from the previous sabbatical leave. A leave of absence without pay will

neither count as time earned toward eligibilty for sabbatical leave nor will it constitute an interruption of the continuous service requirement.

(d) Sabbatical leave shall be for a period of one academic year at half pay. The recipient, upon approval of the President, may receive additional earned income from sources other than the College, the total of which, including the College's contribution shall not exceed his/her College salary for the period of time involved. The recipient will continue to receive the benefits of all College-provided fringe benefits while on sabbatical leave. As has been past practice, vacation time, sick leave and personal leave shall not accrue during sabbatical leave. The period of time involved will be used to compute time eligibility for promotion and salary adjustment.

(e) Recipients of sabbatical leaves must sign an agreement to return to Genesee Community College for a period of one (1) full year following expiration of the sabbatical leave, or repay immediately the total sum of money paid by the College to the individual during the period of the sabbatical leave --including the cost of all fringe benefits.

(f) Application for sabbatical leave must be submitted in writing, on forms provided by the College, to the Committee, no later than December 1. The committee shall make its recommendations in priority order to the President in the instance of each application on or before January 1. The

President shall announce decisions on sabbaticals on or before March 1. The form will require the applicant to outline his/her proposed program, its relationship to his/her professional responsibilities at the College and the manner whereby the program will improve his/her value to the institution. The recipient will also be required to file a written report following conclusion of the sabbatical leave period.

(g) Sabbatical leave proposals must carry the recommendation of the Sabbatical Committee, prior to submission to the President of the College. The President will submit the proposal to the Board of Trustees of Genesee Community College with his recommendation for appropriate action.

(h) The number of sabbatical leaves to be granted shall be subject to the discretion of the Board of Trustees and budget limitations; however, in no event shall such number exceed nor be deemed to assure the granting of five (5) annual leaves per fiscal year.

6.3 Leaves of Absence Without Pay

(a) The College may grant a leave of absence without pay to a member of the unit for educational advancement, career experience, child rearing and other purposes. Such leave shall be for a period of time not to exceed one (1) year. Extension of leave shall be treated as an initial application.

(b) A leave of absence without pay will neither constitute an interruption of the probationary period nor count as time earned towards eligibility for promotion or continuing appointment.

(c) Individuals on leave without pay may make arrangements with the Business Office to continue insurance and benefit programs, but the cost of these programs shall not be assumed by the College.

(d) Salary for the year the unit member returns shall be the salary he/she would have earned the year of the leave in the instance of a leave for the full year, and shall be adjusted pro rata in the instance of leaves of less than one (1) full year.

(e) Except in instances of prior approval by the President of the College, the acceptance of full-time employment elsewhere than at the College during leave without pay shall constitute a voluntary termination of such leave and shall constitute resignation from the College.

6.4 Sick Leave

(a) Full-time employees employed on the academic or ten-month (180 work days) calendar will be granted sick leave of twenty (20) calendar days, (twenty-four (24) calendar days for those employed on the administrative calendar) exclusive of Saturdays, Sundays, and authorized holidays upon commencement of the contract year. Unused sick leave may accumulate to a maximum equivalent to the number of work days in the employees' work year.

(b) During sick leave, retirement, hospitalization, and other like benefits will continue.

(c) Female employees shall be entitled to use their current and accumulated sick leave benefits during the period of disability related to birth of a child. The period of such disability must be certified by the faculty member's attending physician.

(d) Under unusual circumstances, the President may recommend to the Board of Trustees an extension of sick leave at full pay or a percentage thereof.

6.5 Personal Leave

Each employee will receive three (3) personal leave days per contract year for urgent personal business which cannot be deferred. Personal leave may not be taken to extend a holiday or vacation period. The unused portion of personal leave shall accumulate as sick leave.

6.6 Bereavement Leave

Up to four (4) days are to be granted for death or serious illness within the immediate family of a unit member. This type of leave is not cumulative. The immediate family of the unit member and spouse shall be defined as parents, children, brothers, sisters, grandparents, and any other relative if that relative resides in the home of the unit member.

6.7 Terminal Leave

A retrenched employee shall be entitled to a paid terminal leave to three (3) weeks for each year of employment at Genesee Community College (prorated for fractions of years) to a maximum of eighteen (18) weeks (.075 of final annual salary per year of service for

academic year and ten-month (180 work days) unit members; .058 of final annual salary per year of service for twelve-month unit members) to be terminated, however, upon acceptance of other full-time employment by the retrenched unit member. Such leave shall commence the first day of the academic year next following the year in which retrenchment occurred. During the period of such leave, all fringe benefits shall be maintained.

6.8 Unauthorized absences will be treated as unauthorized leave without pay.

ARTICLE VII - Insurance

7.1 For the term of this Agreement the College will provide the Blue Cross 5-6/Blue Shield 50-51 Major Medical $100 deductible program, or benefit equivalent, for those unit members who qualify under such program. The College will contribute 100% of the premium cost thereof for each participating unit member and dependent.

7.2 Effective September 1, 1981 the College will provide the Blue Cross/Blue Shield Basic High Dental Program, or benefit equivalent, for those unit members who qualify under such program. The College will contribute 100% of the basic premium cost thereof. All unit members shall pay the cost of riders to the individual unit member coverage. Unit members may, at their own cost, obtain dependent and riders to dependent coverage.

Effective September 1, 1982 the College will contribute 100% of the basic premium and rider cost for unit members and dependents.

7.3 For the term of this Agreement the College will provide and contribute the total premium cost of (1) life insurance insuring the life of each unit member in an amount equal to double his/her base annual salary including accidental death and dismemberment coverage, and (2) long-term disability insurance coverage providing sixty percent (60%) of salary up to a maximum of twenty-five hundred dollars ($2500) per month commencing six (6) months following the inception of the disability. In each instance the provisions contained in the insurance contracts shall be controlling.

ARTICLE VIII - Grievance Procedure

8.1 Definitions

Day (working day)	Computation of time, for all purposes hereunder, shall be with reference to the regularly scheduled working days of the grievant.
Grievance	A complaint by any unit member or members in the negotiating unit, regarding an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
Grievant	The one submitting the grievances.
Grievant Committee	A duly constituted committee of the Association.

Hearing Officer	The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure.
Representative	An individual unit member, other than the grievant or the Association Grievance Committee, designated by the grievant at Stages One and Two of the Grievance Procedure.

8.2 Specific Conditions

(a) A grievant shall have the right to present grievances in accordance with this article; provided, however, that the first presentation of the grievance must occur within thirty (30) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided, that the grievance is presented in writing containing a brief statement of the nature of the grievance, including the name and position of the aggrieved party, and the specific provisions of this Agreement alleged to have been violated.

(b) A grievant shall have the right to be represented at Stages One and Two by a representative of his/her choice. Whether or not the Association Grievance Committee is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairman of the Grievance Committee as well as to the grievant.

(c) The failure of a Hearing Officer at any stage to communicate his decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.

(d) The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.

(e) The grievant may withdraw the grievances by written notice at any time.

(f) Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

8.3 Procedural Steps

All grievances shall be presented and adjusted in the following manner:

(a) Stage One: A grievant having a grievance shall discuss the same in good faith with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Dean of the College, containing a brief statement of the nature of the grievance and the specific provision(s) of this Agreement alleged to have been violated. Within five (5) working days after the written grievance is presented to him the Dean of the College shall render a decision thereon, in writing, and present it to the grievant.

(b) Stage Two: The grievant may appeal the decision rendered at Stage One within ten (10) working days after the receipt of the decision by submittting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decisions rendered in the first stage. Within seven (7) working days after receipt of the appeal, the President, or his duly authorized representative, shall hold a hearing with the grievant. The President or his duly authorized representative shall render a decision in writing to the grievant within five (5) working days after conclusion of the hearing. A grievance relating to termination of services shall be initiated at Stage Two of the Grievance Procedure.

(c) Stage Three: The Association may appeal the decision rendered at Stage Two within ten (10) working days after receipt of such decision by the grievant by submission of the grievance to the American Arbitration Association with simultaneous copy to the President of the College. In such event, the American Arbitration Association voluntary labor arbitration rules and procedures shall apply. The decision of the arbitrator shall be in writing. Such decision shall be final and binding upon the parties in all instances except as to grievances related to non-renewal of probationary appointments and matters relating to retrenchment, in which instances the decision of the arbitrator shall be advisory only. The arbitrators award, in instances relating solely to the timeliness of the service of the retrenchment notice, shall be limited to the question

of timeliness of the retrenchment notice and shall be final and binding on the parties.

8.4 The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this Agreement or any provisions incorporated by reference herein.

8.5 The costs of arbitration shall be borne equally by the College and the Association.

ARTICLE IX - Salaries

The salary of all unit members covered by this Agreement shall be as set forth in Schedule A hereto annexed and incorporated herein as here set forth at length.

ARTICLE X - Trustee and Association Communications

10.1 The Association may, by action of its Executive Committee, through its President, add to the agenda of the regular meetings of the Board of Trustees items for presentation by the Association and consideration by the Trustees thereat. The Trustees shall establish and may, from time to time, amend rules of procedure to be followed in the presentation of such items, including the number thereof to be considered or time thereof to be allocated at any one meeting and adjournment to subsequent regular and special meetings.

10.2 The Association shall be supplied a copy of the current schedule of regular meetings of the Board of Trustees and of amendments thereto and subsequent schedules when enacted.

10.3 Unless the Chairman of the Board of Trustees acting individually or through the President should provide for, or accept notice of a lesser period of time, notice of request for the addition of an item to the agenda of a Trustees' meeting shall be delivered to the Office of the President, in writing, not less than twenty-one (21) calendar days prior to the Trustees' meeting at which consideration is requested. Such notice shall reasonably detail the subject matter thereof and, where applicable, be accompanied by appropriate documentation or instrumentation that preliminary study of the same by the Trustee may be accommodated.

10.4 Matter which is the subject of contract negotiations or the grievance procedures hereunder shall not be appropriate as an item for Trustee consideration hereunder. For the purposes hereof, the determination of appropriateness shall be a matter for preliminary consideration by the Trustees; the decision of a majority of the Trustees shall determine the same.

10.5 Matters, procedures, determinations, findings, actions, and implementations hereunder shall not be subject to the grievance procedure or be in any way reviewable, it being the intent of this article to create Trustee-Association communication on matters of sufficient common interest to warrant the initiation of dialogue thereon by the Association.

ARTICLE XI - Savings Clause

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XII - Miscellaneous Provisions

12.1 New unit members shall be reimbursed the cost of physical examinations required by the College.

The College may require a unit member to take a physical examination once a year, at College expense. Selection of the physician to make such an examination shall be made by the unit member involved.

12.2 Copies of this Agreement shall be reproduced by the College and made available to individual unit members.

12.3 Employees covered by this Agreement summoned for jury duty shall be excused (without charge against any leave entitlement) from class attendance and/or other responsibilities which conflict with such jury duty. He/she shall deliver to the Business Office the notice or summons relating to such service and shall receive his/her regular compensation for the period of such service less other compensation (reimbursement for personal expenses excluded) received for services during normal working hours.

12.4 The President of the Association and of the College, or their respective designees, on the written request of either, shall meet as frequently as circumstances warrant for the purposes of discussing non-contractual matters of mutual concern. The time(s) and place(s) of such meeting(s) and persons to be involved other than the respective Presidents or designees shall, in each instance, be subject to mutual agreement.

12.5 Tax shelter annuity programs will be made available on a payroll deduction basis upon enrollment of ten or more unit members in a common eligible plan.

12.6 Prior authorization is required for use of personal vehicles for College purposes. Unit members authorized to use personal vehicles for College purposes shall be reimbursed at the Genesee County established mileage rate.

12.7 On and after the date of this Agreement, any agreement between the College and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

12.8 During the term of this Agreement, the child(ren) and/or spouse of all unit members, will be provided a tuition waiver upon enrollment as full-time students in the College with the intent to remain full-time students for the semester in which they enroll. The waiver is subject to the following limitations: (a) the student must apply for both BEOG and TAP; the waiver will cover the difference between BEOG and TAP awards and the actual cost of tuition at the College, and (b) the waiver is limited to tuition charges only; the student is responsible for all other fee charges that are set by the College.

ARTICLE XIII - Past Practices

This Agreement supersedes all prior agreements, memoranda of understanding and past practices relative to all matters herein contained. Any past practices relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.

ARTICLE XIV - Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XV - Term

This Agreement shall be effective as of September 1, 1980 and remain in effect until the expiration of the 1983-1984 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE:

The County Legislature of the County of Genesee.

By _____

The Board of Trustees, Genesee Community College.

By _____
Chairman

Genesee Community College.

By _____
President

Approved as to form:

By _____
County Attorney, Genesee County

ASSOCIATION:

Genesee Educational Association

By Walter A Doehring Jr.
President

SCHEDULE A

Salary Ranges

9.1 The following constitutes salary ranges within academic rank or title effective September 1, 1980:

Rank	Range
Instructor	$10,800 - $15,300
Assistant Professor	$11,800 - $18,300
Associate Professor	$13,300 - $24,300
Professor	$15,300 - $26,300

Title	
GC 10	$14,550 - $24,050
GC 8	$10,700 - $15,900
GC 6	$ 8,800 - $11,800

9.2 Unit members, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

9.3 The ranges set forth in paragraph 1 hereof applicable to Instructor, Assistant Professor, Associate Professor and Professor relate to base salaries only, and are not inclusive of salary differentials which may accrue from summer instruction, or extra compensation to faculty members for twelve-month administrative year contracts.

9.4 The compensation of unit members holding faculty rank employed on the basis of the twelve-month administrative year, shall be seventeen and one-half percent (17-1/2%) in excess of their ten-month academic year base salary as the same is determined by the terms and provisions hereof.

9.5 Ten-month Counselors and Librarians employed beyond 180 work days shall be compensated on a per diem basis equal to 1/180 of their base pay.

9.6 Compensation for summer and overload instruction, per credit hour, shall be two hundred ninety-five dollars ($295).

9.7 Promotion will not, under any circumstances, be considered automatic. Upon promotion from rank to rank, a promoted faculty member's annual salary shall not be less than two hundred dollars ($200) /$250 effective 9/1/81; $300 effective 9/1/83/ in excess of his/her annual salary prior to promotion in instances of promotion from Instructor to Assistant Professor; three hundred dollars ($300) /$350 effective 9/1/81; $400 effective 9/1/83/ in instances of promotion from Assistant Professor to Associate Professor; and five hundred dollars ($500) in instances of promotion from Associate Professor to Professor.

9.8 Full-time faculty members employed to teach at correctional facilities will be paid an additional $75 /$100 effective 9/1/82/ per course taught inside the facility regardless of whether it is being taught as part of the regular teaching load, overload or summer, teaching assignment.

9.9 Salary payments shall be by check in twenty-four (24) bimonthly installments unless before August 1 a faculty member on a ten-month schedule requests, in writing, on forms provided by the College, that his/her salary be paid in twenty (20) bimonthly installments.

9.10 Each unit member shall be entitled to up to $100 per year /$125 effective 9/1/81; $150 effective 9/1/82/ for professional travel subject to prior approval by the appropriate Dean.

SALARY INCREASES

The salaries for full-time unit members covered by this Agreement shall be adjusted as follows:

1. Effective September 1, 1980 and continuing for the life of the Agreement, the College shall pay, in behalf of each unit member, the employee portion of social security taxes (FICA) for all wages paid.

2. Effective September 1, 1980, returning unit members shall have their 1979-80 salaries increased by the sum of three hundred dollars ($300).

3. Effective September 1, 1981, returning unit members shall have their 1980-81 salaries increased by a sum equal to seven percent (7%) of the average of the base 1980-81 salaries of all returning unit members.*

   Effective September 1, 1981, the ranges set forth in paragraph 9.1 hereof shall be adjusted by increasing the minimums therein by one-half and increasing the maximums by the full amount of the increase provided for above.

4. Effective September 1, 1982, returning unit members shall have their 1981-82 salaries increased by a sum equal to the application of the percentage increase in the Buffalo, New York Area Consumer Price Index for the period February 1981 to February 1982 /not, however, less than five percent (5%) nor more than nine percent (9%)/ of the average of the base 1981-82 salaries of all returning unit members.*

---

* Calculations for this purpose shall be based on unit members known to be returning as of April 1.

5. Effective September 1, 1983, returning unit members shall have their respective 1982-83 salaries increased by a percentage increase in the Buffalo, New York Area Consumer Price Index for the period February 1982 to February 1983 /not, however, less than five percent (5%) nor more than nine percent (9%)/.

The percentage of change applicable to paragraphs 4 and 5 hereof are determined as follows:

Example: $\frac{\text{New Feb. CPI - Old Feb. CPI}}{\text{Old Feb. CPI}} \times 100 = \quad \%$

AGREEMENT

by and between

THE COUNTY OF GENESEE

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

and

THE GENESEE EDUCATIONAL ASSOCIATION

Extension of the Agreement

September 1, 1984 - August 31, 1986

9/14/83

ARTICLE IV - Conditions of Employment

4.1 Basic Load Full-Time Teaching Faculty

(a) Thirty-two (32) credit hours/thirty-eight (38) contact hours maximum per academic year, exclusive of summer sessions.

Overload shall be assigned on a voluntary basis and shall be compensated as follows:

(1) On a credit hour basis, when the annual teaching load exceeds 32 credit hours, overload compensation shall be paid for one entire course to be designated by the Dean. Subsequent overloads shall be compensated on a per credit hour basis.

(2) On a contact hour basis, overload compensation shall be paid on the basis of each contact hour exceeding 38. When the annual teaching load exceeds 39 contact hours, overload compensation shall be paid for one entire course to be designated by the Dean. Subsequent overloads shall be compensated on a per contact hour basis.

(3) Overload shall be paid on the basis of (1) or (2) above, whichever is greater.

9.6 Compensation for summer session and overload instruction shall be per credit/contact hour as follows:

i.	1984-85	Full/Associate Professors	$360
		Assistant Professors/Instructors	325
ii.	1985-86	Full/Associate Professors	$400
		Assistant Professors/Instructors	360

The salaries of full-time unit members covered by this Agreement shall be adjusted as follows:

1. Effective September, 1984, returning unit members shall have their 1983-84 salaries increased by a percentage increase in the Buffalo, New York Area Consumer Price Index for the period February, 1983 to February, 1984 [not, however, less than five and one-half percent (5.5%) nor more than seven and one-half percent (7.5%)].

2. Effective September 1, 1985, returning unit members shall have their 1984-85 salaries increased by a percentage increase in the Buffalo, New York Area Consumer Price Index for the period February, 1984 to February, 1985 [not, however, less than five and one-half percent (5.5%) nor more than seven and one-half percent (7.5%)].

The percentage of change applicable to paragraphs 1 and 2 hereof are determined as follows:

Example: $\frac{\text{New Feb. CPI - Old Feb. CPI}}{\text{Old Feb. CPI}} \times 100 = ____\%$

3. In both years of this agreement there shall be a one percent (1%) Presidential discretionary fund to be paid to professional faculty and staff members represented by the GEA. An additional ½ of 1% shall be added to the fund if the College reaches an audited FTE figure of 2050. The official FTE enrollment figures to determine the additional increases shall be based on 1983-84 enrollment figures (for the 1984-85 increase) and based on 1984-85 enrollment figures to determine the 1985-86 additional increases.

The appropriate Deans will have the opportunity to make recommendations as to persons who should be considered for a discretionary salary adjustment.

SALARY RANGES, 1985-86

	MINIMUM	MAXIMUM
Instructor	$13,268	$20,964
Assistant Professor	14,448	24,565
Associate Professor	16,281	31,767
Professor	18,474	34,167
GC 6 (TA)	11,012	16,762
GC 8 (TS)	13,188	21,684
GC 10 (Director)	17,590	31,967

AGREEMENT

by and between

THE COUNTY OF GENESEE

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

and

THE GENESEE EDUCATIONAL ASSOCIATION

Extension of the Agreement

September 1, 1986 - August 31, 1988

9/12/86

This Agreement shall be effective as of September 1, 1986 and remain in effect until the expiration of the 1987-1988 academic year.

IN WITNESS WHEREOF, the parties here to have caused this Instrument to be executed in the manner following:

COLLEGE:

The County Legislature of the County of Genesee.

By _____
Chairman

The Board of Trustees,
Genesee Community College

By _____
Chairman

Genesee Community College

By _____
President

ASSOCIATION:

Genesee Educational Association

By _____
President

GENESEE EDUCATIONAL ASSOCIATION--CONTRACT EXTENSION
(9/1/86 to 8/31/88)

BASIC SALARY STRUCTURE

1. Effective 9/1/86, a returning unit member will have his 1985-86 base salary increased by the percentage increase of the Buffalo, N.Y. Consumer Price Index for the period 2/85 to 2/86 (however, not less than 5.5% or more than 7.5%).

2. Effective 9/1/87, a returning unit member will have his 1986-87 base salary increased by the percentage increase of the Buffalo, N.Y. Consumer Price Index for the period 2/86 to 2/87 (however, not less than 5.5% or more than 7.5%).

3. Effective 9/1/86, the overload rate will increase by the base salary percentage as obtained from the Buffalo, N.Y. Consumer Price Index (however, not less than 5.5% or more than 6%).

4. Effective 9/1/87, the overload rate will increase by the base salary percentage as obtained from the Buffalo, N.Y. Consumer Price Index (however, not less than 5.5% or more than 6%).

5. Effective 9/1/86--Enrollment Maintenance
The Genesee Educational Association will base part of its salary increase on the enrollment at Genesee Community College. If G.C.C. achieves an enrollment of 2000 FTE in 1985-86, each unit member will receive a base salary increase of .5%; if enrollment reaches 2050, each unit member will receive an additional .5%. The enrollment figures (as adjusted) that are to be used will be those that are submitted to State University by the Registrar and approved by the Business Office. (These are the same figures used by the College to claim state aid.)

6. Effective 9/1/87--Enrollment Maintenance
The Genesee Educational Association will base part of its salary increase on the enrollment at Genesee Community College. If G.C.C. achieves an enrollment of 2000 FTE in 1986-87, each unit member will receive a base salary increase of .5%; if enrollment reaches 2050, each unit member will receive an additional .5%. The enrollment figures (as adjusted) that are to be used will be those that are submitted to State University by the Registrar and approved by the Business Office.

7. Effective 9/1/86 to 8/31/88--Enrollment Growth
In either or both of the years of this agreement, a .5% discretionary fund shall be paid unit members if the enrollment reaches or exceeds 2100 FTE. This will be based on the 1985-86 or 1986-87 FTE enrollment figures as certified by the Registrar and the Business Office; and administered by the President.

8. Longevity
Effective 9/1/86 Genesee Community College will award a longevity increment to each eligible unit member who is completing the designated number of years of full-time service as presented on the table below. A unit member will receive only one longevity increase during the term of the agreement, and it will be the highest level that the unit member is eligible to receive during the two-year contract period. The increase will become part of the base salary of the unit member.

Years of Full-Time G.C.C. Service	Longevity Increase
5	$100
10	$200
15	$300
20	$400

AGREEMENT

by and between

THE COUNTY OF GENESEE

THE BOARD OF TRUSTEES OF GENESEE COMMUNITY COLLEGE

and

THE GENESEE EDUCATIONAL ASSOCIATION

Extension of the Agreement

September 1, 1988 - August 31, 1990

11/9/87

This Agreement shall be effective as of September 1, 1988 and remain in effect until the expiration of the 1989-1990 academic year.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE:

The County Legislature of the County of Genesee.

By _____
Chairman

The Board of Trustees, Genesee Community College

By _____
Chairman

Genesee Community College

By _____
President

ASSOCIATION:

Genesee Educational Association

By _____
President

GENESEE EDUCATIONAL ASSOCIATION--CONTRACT EXTENSION
(9/1/88 to 8/31/90)

BASIC SALARY STRUCTURE (Schedule A)

1. Effective 9/1/88, a returning unit member will have his/her 1987-88 base salary increased by 6.0%.

2. Effective 9/1/89, a returning unit member will have his/her 1988-89 base salary increased by 6.0%.

3. Effective 9/1/88, the overload rate will increase by $20/contact hour.

4. Effective 9/1/89, the overload rate will increase by $20/contact hour.

5. Effective 9/1/88--Enrollment Stability
The Genesee Educational Association will base part of its salary increase on the enrollment at Genesee Community College. If G.C.C. achieves an enrollment of 2100 FTE in 1987-88, each unit member will receive a base salary increase of .5%; if enrollment reaches 2200, each unit member will receive an additional .75%. The enrollment figures (as adjusted) that are to be used will be those that are submitted to State University by the Registrar and approved by the Business Office. (These are the same figures used by the College to claim state aid.)

6. Effective 9/1/89--Enrollment Stability
The Genesee Educational Association will base part of its salary increase on the enrollment at Genesee Community College. If G.C.C. achieves an enrollment of 2100 FTE in 1988-89, each unit member will receive a base salary increase of .5%; if enrollment reaches 2200, each unit member will receive an additional .75%. The enrollment figures (as adjusted) that are to be used will be those that are submitted to State University by the Registrar and approved by the Business Office.

7. Effective 9/1/88 to 8/31/90--Enrollment Growth
In either or both of the years of this agreement, a .5% discretionary fund shall be paid unit members if the enrollment reaches or exceeds 2300 FTE. This will be based on the 1987-88 or 1988-89 FTE enrollment figures for the appropriate year as listed in items #5 and #6 above as certified by the Registrar and the Business Office. All such "Enrollment Growth" funds shall be divided equally among all unit members who served at least one full year at the College on a probationary or continuing appointment.

HEALTH INSURANCE (Article VII -- 7.4)

The College and the GEA will actively explore other alternatives to our present Blue Cross/Blue Shield insurance coverage. Among other things, this study group will explore moving to the Rochester Zone for its basic Blue Cross/Blue Shield coverage. This group will also explore, within this framework, the feasibility of extending the Rochester HMO as an alternative.

If a change in insurance carrier is agreeable to both parties and such change is made and results in an increased cost above the cost of current (the premium costs at the time of a change) health insurance premium costs, the unit membership will have the difference in premium costs deducted from their salaries on a payroll deduction basis.

PRESCRIPTION RIDER (Article VII -- 7.5)

The College will include a prescription rider (a $2.00 co-pay) as part of its health insurance plan. All members covered by the basic health insurance plan must be covered by the prescription plan. The cost of the plan will be paid on a payroll deduction basis as follows:

First year - 50% of cost by payroll deduction/50% college contribution

Second year - 50% of cost by payroll deduction/50% college contribution

If a Genesee County bargaining unit receives a prescription rider plan during the term of this agreement at a more favorable cost to the employee, this contractual arrangement will be modified to reflect the lower rate as of the time the other unit(s) plan takes effect.

ELECTION NOT TO RECEIVE REPETITIVE HEALTH INSURANCE COVERAGE
(Article VII - 7.6)

Unit members with dual insurance coverage wishing to terminate their health insurance plan with the College, upon submitting sufficient evidence of dual coverage to the Personnel Office and signing an appropriate release form, will receive an annual cash settlement of $500 from the College. This cash settlement will be paid in two annual installments, one on the last pay period in December, and the other on the last full pay period of the College budget year.

In addition, for each unit membership dual health plan insurance contract that is eliminated as a result of this arrangement, the College will place an additional $250 into a "GEA Health Fund Reserve" and use these funds to reduce the cost to unit members of the prescription rider and/or use the funds to pay for any (up to the amount available in the fund) potential increased premium costs that may result from changing medical insurance plans.

SICK DAY BANK (Article VI -- 6.4(e)

The College shall establish a Sick Day Bank of Seventy-five (75) Days each year to be made available in emergency situations to full-time faculty and staff members serving in either their first or second full year of service at the College. A four member committee -- two (2) members appointed by the President of the GEA and two (2) members appointed by the President of the College -- shall review requests to use this annually allocated Sick Day Bank when such faculty and staff members have used all of their earned and allocated sick days.

SICK LEAVE ACCUMULATION (Article VI -- 6.4(f)

Any faculty/staff member with fifteen years or more of service at the college, who retires (defined as filing retirement papers and officially retiring from one of the three retirement programs offered by the College) with unused sick leave equal to 90% or more of the maximum sick days they are eligible to accumulate (See Section 6.4 the Sick Leave Provision of the Contract) will be provided with their Basic and Major Medical Blue Cross and Blue Shield insurance coverage at no cost for the twelve month period following their last official day of work. (The first day of retirement as indicated by the appropriate Retirement System.)

PROFESSIONAL DEVELOPMENT (Article IV -- 4.5(d)

Up to six contractual days in the faculty work year may be designated for personal professional growth and development. These days may be considered as faculty workshop days without a scheduled agenda if a written plan for the use of these days is submitted to and approved by the appropriate Deans.

Personal professional growth days may include a variety of activities. Listed below are some areas that may be considered by the faculty members and their appropriate Deans as individual Professional development plans are developed. (It should be noted that these activities could take place at a variety of times during the year). At the end of each academic year the faculty member will file a report with the appropriate Dean relating to the completion of the agreed upon activities. A joint committee consisting of an equal number of members appointed by the President of the College and the President of the GEA will be established to develop an appropriate form that will minimize the paper work needed to meet the intent of this provision of the contract.

a. Field trips
b. Recruiting
c. Campus visits
d. Course preparation
e. Research
f. Workshops
g. Conferences
h. Graduation ceremonies
i. and other professional growth activities agreed upon by the appropriate supervisor.

EXCELLENCE IN EDUCATION AWARD (Schedule A)

In each year of the contract a pool of money will be set aside to be distributed to full-time unit members who were employed full time unit members the prior year. (For the 1988-89 year eligibility for a Excellence in Education Award would be dependent upon full-time unit service at Genesee Community College the Spring 1988 semester. For the 1989-90 college year, eligibility will be based on employment, full-time, at Genesee during the Spring, 1989 semester.)

The amount of money to establish the EEA money pool shall be based upon a calculation of a minimum of 40 Awards during each year of the contract, with each award being worth $300 to $500 and no individual shall be entitled to receive more than one Excellence in Education Award during the term of this agreement (1988-1990).

Input regarding the recipients of the Award will be provided by a four member committee -- two appointed by the President of the GEA and two appointed by the President of the College. The President of the College will determine the amount each Award recipient will receive (within the guidelines outlined above.)

Excellence in Education Award funds will be added to the base salary of full-time unit member recipients.

EARLY RETIREMENT CLAUSE (Article XII -- 12.9)

During the term of this agreement, if any County bargaining unit has an early retirement clause included in its collective bargaining agreement, or should the County establish such a program outside of any agreements with its bargaining units, the College and the GEA agree to reopen this agreement for the sole purpose of bargaining the establishment of an Early Retirement System.

CONTRACT

OF THE

HERKIMER COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION

AND

HERKIMER COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

AND

THE HERKIMER COUNTY LEGISLATURE

SEPTEMBER 1, 1986 - AUGUST 31, 1989

Printed Courtesy of the NYSUT
Utica Regional Office

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ARTICLE 1
UNIT DEFINITION

The bargaining unit consists of all full-time teaching and non-teaching faculty employees of Herkimer County Community College excluding the President of the College, Dean of the College, Dean of Students, Dean of Administration, Associate Deans, Director of Institutional Research, Assistant to the President, Director of Admissions, Assistant Dean for Financial Aid, Director of Community Education, Assistant Director of Community Education and all Division Chairpersons.

ARTICLE 2
ENFORCEMENT OF PROVISIONS

2:01 Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction or by regulations of the State or current regulations of the County, such decision of the court or regulation of the State or County shall apply. Upon the issuance of such a decision, the parties agree to negotiate as soon as practical a substitute for the invalidated article, section, or portion thereof.

2:02 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2:03 The Herkimer County Community College Faculty Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 3
NEGOTIATION PROCEDURE

3:01 Prior to the expiration of this contract, the parties will enter into good faith negotiations leading to a successor to this agreement.

ARTICLE 3 (continued)

3:02 The parties agree to make available to each other non-confidential data necessary for the drafting of proposals and counterproposals.

ARTICLE 4
PAYROLL DEDUCTIONS

4:01 The Association shall notify the College in writing as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the College shall deduct the regular membership dues of the Association from the salary of each member and remit said deductions promptly to the Association until otherwise notified in writing by the member.

4:02 The College will also provide, upon written authorization by any bargaining unit member, payroll deduction for the Mohawk Valley Federal Credit Union, tax sheltered annuities and the NYSUT Benefit Trust.

a. **Credit Union**

Upon receipt by the College's Dean of Administration or his/her designee from a full-time faculty member covered by this agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to deposit the amount specified on the authorization card for the faculty member into the credit union.

b. **Tax Sheltered Annuity**

Upon receipt by the College's Dean of Administration or his/her designee from a full-time faculty member covered by this agreement of a lawfully written authorization form, which may be revoked in writing at any time, the Board agrees to provide payroll deductions and deposits for said faculty member for the purpose of the purchase of Tax Sheltered Annuity contracts. Such deductions shall be made only for purchase through those insurance companies which are designated by the State University of New York Board of Trustees and approved by the HCCC Board of Trustees as alternate insurers from which employees of community colleges may purchase Tax Sheltered Annuity contracts.

c. **NYSUT Benefit Trust**

Upon receipt by the College's Dean of Administration or his/her designee from a full-time faculty member covered by this agreement of a lawfully written authorization form, which may be revoked in writing any any time, the Board agrees to provide payroll deductions and deposits to the NYSUT Benefit Trust for said faculty member.

4:03 The union agrees to indemnify or hold the Board harmless against any and all claims, suits, orders or judgements for monetary damages brought or issued against the Board or its representatives as a result of any action taken or not taken by the Board under the provisions of this section.

ARTICLE 5
FACULTY DUTIES, RESPONSIBILITIES AND RIGHTS

5:01 **Annual Professional Responsibility**

The annual professional responsibility for teaching faculty is 2 academic semesters. A semester shall not exceed 75 days of classes and 5 days of examinations. Returning faculty will be required to report no more than 5 workdays prior to the first day of classes. New faculty will be required to report no more than 7 work days prior to the first day of classes. Registration, Orientation, Open House and Commencement are considered days of professional responsibility. College Day is a day of professional obligation for bargaining unit members of Student Services, one Librarian and teaching faculty designated by their Division Chairperson. Faculty are required to attend faculty and division meetings scheduled during the period beginning with the first workday and ending with Commencement. Faculty will not be required to remain following Commencement unless unexpected divisional or college work requires additional time up to 4 workdays immediately following commencement.

Non-teaching faculty will be granted twenty-four (24) vacation days and Good Friday each year. In addition, non-teaching faculty will receive an additional seven (7) days between the Fall and Spring semesters as well as four (4) days during the Spring mid-semester recess.

5:02 **Teaching**

a. The primary responsibility of the faculty at the College is teaching. The normal regular teaching load will be 30 semester credit hours or 30-36 clock hours depending on the composition of lecture/laboratory hours. The present scheduling pattern in those areas with combined lecture/lab assignments will continue.

b. In physical education wherein coaching is considered part of the professional responsibility, the normal teaching load will be 34-36 clock hours. Those coaching two intercollegiate sports a year will have their clock hours reduced to 30 per year. The present scheduling pattern will continue.

c. The directing of major extracurricular musical or dramatic productions shall be optional.

5:03 **Office Hours**

a. Faculty should be available for conferences with students in their classes, advisees and other students.

b. The five (5) office hours held each week are hereby defined as a total of two hundred fifty (250) minutes. These office hours are to be scheduled in no less than twenty-five (25) minute blocks. Faculty are to post and adhere to a minimum of five office hours per week distributed over at least three days. In addition, it may be necessary to schedule appointments for students who have classes during all of a given instructor's regular office hours. Ordinarily, faculty class schedules include teaching assignments on all five regular instructional days of the week. In any case, a combination of classes and office hours must include duty on each of the five days.

c. Faculty members teaching evening classes as part of their assigned teaching load may use one twenty-five minute block immediately preceding or immediately following the evening class.

5:04 **Graduation**

The faculty shall be represented on the dais at the College graduation ceremonies by a faculty member elected by the faculty as a whole.

5:05 **Conference Attendance**

a. Faculty members will be allowed to apply to attend conferences both within and out of state. The fact that more than one faculty member may apply to attend the same conference will not, of itself, disqualify any applicant.

b. Prior approval for all conference attendance must be obtained in advance by the President of the College and a written summary submitted to the President of the College within ten (10) working days after the conference.

5:06 **Academic Regalia**

The College shall provide academic regalia through rental for full-time faculty for required functions.

5:07 **Board of Trustees' Minutes**

The Faculty Association will be provided with five copies of the minutes of meetings of the Board of Trustees as soon as possible after such minutes are approved.

5:08 **Personnel Files**

Upon written request a faculty member shall be given one (1) copy of his/her own personnel file without charge each fiscal year.

No material of a derogatory nature or critical of the performance of any unit member will be placed in the personnel file until the unit member has been notified of the intention to place the material in the file and given the opportunity to attach a written response.

5:09 **Tuition Policy**

The Board of Trustees will waive the cost of tuition for full-time faculty members, their spouses and dependents when taking courses at Herkimer County Community College less any tuition assistance for which the eligible student may qualify. Student registration will be based upon the class operating without the dependent or staff enrollment.

5:10 **Search Committee**

The Faculty Association shall have an opportunity to participate in interviews of candidates for the positions of Deans, Associate Deans, Department Chairs and President.

Faculty shall be represented on any administrative search committee.

ARTICLE 6
SALARIES

6:01 **Salary Increases**

a. **1986-87**

i. Eliminate Junior Instructor rank.

ii. Move Instructor minimum and minimum for non-teaching faculty to $15,000. Such adjustment shall be made in this manner: If a staff member's current salary is below $15,000 the 1986-87 salary will be moved to $15,000 or $1,438, whichever is greater.

iii. All unit employees, except new hires, and those being adjusted to the new minimum salary, will receive a salary increase of $1,438.

iv. Additionally all unit members will receive a one time payment of $183.00.

v. Certain unit employees, except new hires, will also receive permanent salary adjustments as follows:

Those whose 1985-86 base salary was between $24,581 and $30,588 will receive $140.

Those whose 1985-86 base salary was between $18,573 and $24,580 will receive $280.

Those whose 1985-86 base salary was between $12,564 and $18,572 will receive $420.

b. **1987-88 and 1988-89**

In each of the next two years, all returning unit members will receive an amount determined by computing the 1986-87 or 1987-88 base payroll of returning staff, increased by 7.0% each year and divided by the number of returning unit members.

6:02 **Salary Ranges**

The salary ranges shall be according to the following schedule to be in effect September 1, 1986 through August 31, 1989.

TITLE	MINIMUM	MAXIMUM
Librarian	$20,000	$34,500
Assistant Dean-Counselor	$17,500	$30,000
Assistant Dean-Registrar	$17,500	$30,000
Assistant Librarian	$17,500	$30,000
Coordinator of Student Activities	$16,000	$29,500
Admission Assistant	$15,000	$23,000
Professor	$25,000	$43,000
Associate Professor	$20,000	$38,000
Assistant Professor	$16,500	$35,000
Instructor	$15,000	$25,000

Lecturers shall receive no less than an annualized salary of $15,000.

6:03 **Longevity Adjustments**

a. On September 1, 1977 faculty members who completed five or more years of continuous full-time service at HCCC received a $500 longevity increase.

On September 1 following completion of an additional two years of continuous full-time faculty service at HCCC those in the same group received an additional $200.

On September 1 following completion of an additional three years of continuous full-time faculty service at HCCC beyond the preceding second increase, those in this same group will receive an additional $200 longevity increase.

On September 1 following completion of an additional five years of continuous full-time faculty service at HCCC beyond the preceding third increase, those in this same group will receive an additional $300 longevity increase.

b. Full-time faculty members not covered by the preceding longevity adjustments will receive the longevity increases indicated on September 1 following their completion of five years ($500), seven years ($200), ten years ($200) and fifteen years ($300) at HCCC.

c. The longevity increases will be paid on the same bi-weekly basis as base salaries and will become part of the permanent salary but will be excluded for purposes of computation of salary increases and from salary range maximums.

d. Personal leaves will not be used for the purpose of computing longevity.

6:04 **Promotion**

Promotion shall carry the following salary adjustment:

Instructor to Assistant Professor	$ 750
Assistant Professor to Associate Professor	850
Associate Professor to Professor	1,000

6:05 **Merit for Non-Teaching Faculty**

a. A maximum of two merit increases of $750 may be awarded to non-teaching faculty each year. These increases will become part of the base salary.

b. A person at the maximum salary for his/her position will not be eligible for merit increase.

c. The Promotion and Tenure Committee of the Faculty Association will recommend candidates for merit increases to the President.

d. No individual may receive this award more than three times

6:06 **Annual Maximum Increases**

Salaries will not exceed the maximum indicated in the salary range paragraph of this contract except where indicated elsewhere within this contract.

6:07 **Part-time and Extra Service**

a. Faculty members may teach no more than one extra service course per regular semester, excluding mini semesters and summer sessions.

b. Extra service courses may be taught in the day or evening subject to prior approval by the Dean of College.

c. Rates per net clock hour:

	*1986-87	1987-88	1988-89
Professor	$ 428	$ 458	$ 490
Associate Professor	417	446	477
Assistant Professor	394	422	452
Instructor	377	403	431

* The new rates for 1986-87 will not be retroactive.

d. Rates for non-teaching faculty performing extra service shall be $15 per clock hour for 1986-87; $16 for 1987-88 and $17 for 1988-89.

e. Rates for non credit community service courses will be negotiated to a maximum of $13 per clock hour.

6:08 **Stipends**

a. Stipend for coaching Intercollegiate Athletics:

Coaches will receive a stipend according to the following schedule:

i. For men's basketball: $1,100 in 1986-87; $1,177 in 1987-88; $1,259 in 1988-89.

ii. For wrestling and women's basketball: $875 in 1986-87; $936 in 1987-88; $1,002 in 1988-89.

iii. For men's and women's soccer, lacrosse, baseball, softball, track, field hockey, and women's volleyball: $820 in 1986-87; $877 in 1987-88; $938 in 1988-89.

iv. For bowling and women's tennis: $550 in 1986-87; $589 in 1987-88; $630 in 1988-89.

b. Stipend for Director of Physical Education and Athletics:

The Director of Physical Education and Athletics will receive a $950 per year stipend and a reduced teaching load as determined by the Division Chair and Dean of the College. The stipend for 1987-88 shall be $1017 and for 1988-89 shall be $1088.

c. Stipend for Performing Arts:

A faculty member who directs a major extracurricular musical or dramatic production which is approved by the President will receive a stipend of $600 in 1987-87; $642 in 1987-88 and $687 in 1988-89.

d. Except for specific adjustments that may be made by the parties to accommodate significant changes such as an increasing or decreasing length of season, the above stipends have been increased each year the same percent as that negotiated on a B/U basis, rounded to the nearest dollar.

6:09 **Pay Schedule Option**

Individual faculty members shall have the option to elect any of the following pay schedules for a full contract year. Salary paid can be no greater than contracted for one year.

Plan A: 1/26 of salary every pay period from September to August (26 checks). (In some years 1/27 due to calendar - 27 checks.)

Plan B: 1/20 of salary every pay period from September to June (20 checks).

Plan C: 1/26 of salary every pay period from September to May and the balance to be paid on the first pay period in June (21 checks).

ARTICLE 7
INSURANCE

7:01 Hospital, surgical and major medical benefits shall be provided for all full-time college faculty with the option of single or family coverage at the employee's discretion. The plan is the same as provided to Herkimer County employees and is known as Blue Cross/Blue Shield, Ultra Blue "17" Plan.

7:02 The College will provide a Blue Shield Dental Plan as provided to Herkimer County employees to active full-time employees only effective 9/1/87.

7:03 If any full-time B/U member will sign a waiver of hospital, surgical and major medical coverage or portion thereof, the College will pay to the employee one half (1/2) of any premium amount saved as a result of such waiver.

7:04 The waiver may be withdrawn upon thirty (30) days notice to the Dean of Administration. Monies paid to any individual under paragraph :03 above will be adjusted pro rata.

7:05 The College will pay to any employee and dependents who present proof that the employee and/or dependents has received payments under the major medical portion of the health insurance coverage provided for employees, as a result of illness or accident during the calendar year, the sum before major medical coverage comes into effect. Said payment will be made upon a voucher submitted with proof of payment from the major medical carrier. The maximum payment by the County for family coverage will be $200 and $100 for individual coverage. Employees hired after August 31, 1986 will become eligible for this benefit after completing five years of employment.

7:06 The life insurance plan currently in effect will continue.

7:07 In each of the second and third years of the contract an amount equal to $42.72 times the number of unit members will be set aside by the College from the unit settlement monies. This shall be used to pay premiums to continue the current disability coverage. The Association shall have the right to designate a new carrier and/or varied benefit(s) so long as the cost to the College does not exceed the cost of being a conduit for the money.

ARTICLE 8
LEAVES

8:01 **Sick Leave**

The faculty will be entitled to one sick day per month. Teaching faculty will be allotted ten sick days per year and non-teaching faculty will be allotted twelve sick days per year. The total number of sick days can accumulate to 165 days.

8:02 **Personal Leave**

Both teaching and non-teaching faculty will be entitled to three personal days per year, one of which will be charged to sick leave. The unused portion of personal leave shall accumulate as sick leave.

8:03 **Sick Day Pool**

A sick day pool will be formed which will be allocated to those faculty members whose sick days have been depleted. Each faculty member will be allowed to donate one sick day to the pool per year. The pool will be administered by the Faculty Association. Days remaining in the pool at the end of each academic year will carry over to the following year.

8:04 **Maternity Leave**

Maternity leave without pay will be granted up to one year provided the existence of pregnancy or intention to adopt a child 5 years of age or less is reported in writing to the President of the College not later than the fourth month of pregnancy or four months prior to the anticipated adoption date.

Such leave may begin when further service would be detrimental to health as determined by a personal physician. The end of such leave must coincide with the beginning of a regularly scheduled college semester.

Notice shall be given to the President at least three months prior to leave expiration whether or not the employee will return to duty.

A faculty member on maternity leave shall retain all accrued benefits during the period of said leave and shall not accrue additional benefits during said leave.

8:05 **Paternity Leave**

Paternity leave without pay may be granted up to one year provided the existence of pregnancy or the intention to adopt a child 5 years of age or less is reported to the President of the College not later than the fourth month of pregnancy or prior to the anticipated adoption date. The end of the paternity leave must coincide with the beginning of a regularly scheduled semester. Notice shall be given to the President at least three months prior to leave expiration whether or not the employee will return to duty. A faculty member on paternity leave shall retain all accrued benefits during the period of said leave and shall not accrue additional benefits during said leave.

8:06 **Child-Rearing Leave**

Child-rearing leave without pay may be granted up to one year. Notice shall be given at least one full semester prior to the said leave. The end of such leave must coincide with the beginning of a regularly scheduled college semester. A faculty member on child-rearing leave shall retain all accrued benefits during the period of said leave and shall not accrue additional benefits during said leave.

8:07 **Sabbatical Leave**

After six years of continuous service at the College from the initial date of appointment or from the last sabbatical leave, a faculty member may be granted a sabbatical leave for one year at half pay, or one semester at full pay, or one summer at quarter pay (a stipend equal to one quarter of the individual's annual salary). Such leave may be used for planned activities: formal education, research, travel, writing and other experiences of professional value. Applications must be approved by the President and the Board of Trustees. Total compensation received while on sabbatical leave may not exceed that of the full-time salary except as any excess is offset by the cost of the sabbatical project and in the case of the summer sabbatical. The recipient agrees to return immediately to the College for a period of at least two regular semesters for teaching faculty and one calendar year for non-teaching faculty following the leave. Failure to return would require the repayment of 100% of the salary and fringe benefits paid during the leave.

A leave without pay does not interrupt service. Time on leave, however, does not count toward the six years of continuous service.

If a faculty member's request for sabbatical leave is refused by the committee, the committee must notify the individual in writing within thirty days of its decision why the request was not granted.

8:08 **Funerals and Bereavement Leave**

The College shall permit employees to absent themselves without loss of salary for a period of time not to exceed three days, one of which will be charged to sick leave, to attend the funeral or for other immediate concerns at the time of death of:

Mother	Father-in-Law
Father	Grandchildren
Sibling	Daughter-in-Law
Spouse	Son-in-Law
Children	Brother-in-Law
Grandparents	Sister-in-Law
Mother-in-Law	

ARTICLE 9
RETIREMENT BENEFITS AND EARLY RETIREMENT

9:01 Faculty members must retire at age 70 and may retire earlier in accordance with the various retirement systems. At age 70, a faculty member may apply for continued service on a year-to-year contract basis. When a faculty member retires, unused sick leave shall be used in one of the following ways:

a. **ERS:** as additional service credit for members of the New York State Employees Retirement System as provided by Section 41-j of the New York Retirement and Social Security Law.

b. **TRS:** the College will contribute an amount equal to its regular TIAA contribution at the rate in existence at retirement for a period equal to the service extension that would accrue if the faculty member had been a member of ERS to:

i. purchase a commercial annuity if the amount to be contributed is $1500 or more.

or

ii. the faculty member's "Individual Retirement Account (IRA)" if the faculty member meets the IRS criteria and establishes such an account. The faculty member must make a written request for the College to take this action.

c. **TIAA:** the College will contribute an amount equal to its regular contribution at the rate in existence at retirement for a period equal to the service extension that would accrue if the faculty member had been a member of ERS. The faculty member must make a written request for the College to take this action.

9:02 All employees who have continued with unbroken employment with the College for ten years or more (official approved leave of absences are not considered broken service), and who are at least fifty-five years of age, are entitled to payment by the College of 100% of health insurance premiums for themselves and their family provided they received family health coverage at the time of retirement. If the employee received individual coverage only during his/her employment with the College, he/she would be covered for individual insurance premiums only. After retirement, if a retiree who has family coverage is changed to individual coverage due to a change in family status, he/she will not be eligible to qualify for family coverage at any time in the future.

9:03 Written notice of retirement which can only take place at the end of a semester must be given to the President of the College six (6) months prior to the retirement date.

ARTICLE 10
PROMOTION

10:01 Promotion of faculty in rank shall be by the Board of Trustees based on the President's recommendations. A faculty committee shall be elected by the Faculty Association to make recommendations to the President.

10:02 To be considered for promotion, a faculty member must meet minimum standards for the desired academic rank, demonstrate mastery of subject matter, effectiveness of teaching, service to the College and to the community which the College represents and professional growth. Faculty are expected to prepare a professional growth plan which may consist of formal classes, readings, workshops, conferences or other professional activities. This should be done in consultation with the appropriate Division Chairperson and Dean.

10:03 Qualifications for promotion to academic ranks:

PROFESSOR

Doctors degree, professional diploma, or Masters degree and a minimum of 200 semester hours of college credit, including not less than 60 semester hours of college credit on the graduate level, 30 of which must be in the field of specialization and ten years of professional experience, 8 of which must be successful teaching on the college level.

ASSOCIATE PROFESSOR

Professional diploma or a Masters degree in the field of specialization and a minimum of 180 semester hours of college credit, not less than 45 on the graduate level of which 30 must be in the field of specialization and eight years of professional experience, 6 of which must be successful teaching on the college level.

ASSISTANT PROFESSOR

Masters degree (or professional diploma) and a minimum of 160 semester hours of college credit including not less than 36 hours on the graduate level and four years of professional experience of which 2 must be successful teaching on the college level.

The preceding qualifications for academic ranks were drawn up to act as a guide to minimal quantitative qualifications for promotion to the several ranks. Obtaining such qualifications is no assurance of appointment at or promotion to the rank for which qualifications are held.

Variance from the quantitative criteria shall be an administrative decision.

10:04 **Longevity Requirements**

An individual may be considered during the year in which he/she will complete the minimum longevity requirements.

	PROFESSOR	ASSOCIATE PROFESSOR	ASSISTANT PROFESSOR
Years of Professional Experience	10	8	4
Years of College Level Teaching	8	6	2
Years in Previous Academic Rank	5	4	2
Years at HCCC	5	4	2

ARTICLE 11.
EMPLOYMENT

11:01 **Duration of Appointments**

a. Initial appointments to faculty positions are ordinarily for one year subject to renewal for an additional one, two, or three year term. All appointments terminate as stated in the letter of appointment. At the end of the penultimate semester of a one, two, or three year appointment, the faculty member's division chairperson or supervising dean will notify the faculty member in writing if the chairperson or dean would recommend renewal at that point. Formal notification of renewal of an initial appointment shall be made in writing by the President of the College not later than March 25. Formal notification of non-renewal of subsequent appointments shall be made by the President of the College in writing not later than March 25. The date of formal notification may be altered provided the President of the College and the faculty member concerned mutually agree.

b. The services of members of the faculty having one, two or three year term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from a non-renewal of a one, two or three year term appointment.

ARTICLE 11. (continued)

11:02 **Tenure**

a. The probationary period at Herkimer County Community College will not exceed five years from the initial appointment to rank of instructor. At the discretion of the Board of Trustees, however, a faculty member may receive tenure from the date of initial appointment.

b. If tenure is not granted, it shall be assumed that the best interests of the College shall be served by non-renewal of appointment and the faculty member shall be so notified under the provisions for non-reappointment set forth above.

c. If a faculty member does not receive tenure at the end of four/five years, he may be granted a two year probationary appointment, during which, at any time, he may be granted tenure or a five year appointment due to quota limitations. This two year term may not be renewed.

d. Trustee policy has established a limit on the number of faculty to be granted tenure. This has been fixed at ninety percent of tenure track positions which excludes Lecturers and non-teaching faculty. The quota may be exceeded at the discretion of the Board of Trustees. Faculty not granted tenure due to quota limitations will be eligible for renewable term appointments of five years. At any time during this term they may be considered for tenure if vacancies exist. Consideration will be given in the order in which faculty were recommended for tenure.

11:03 **Termination**

a. Tenured faculty and those teaching faculty on five year appointments are subject to dismissal for cause or retrenchment.

b. Non-tenured faculty are subject to non-renewal of term appointment without cause and are subject to dismissal at any time for cause under the same conditions as are tenured faculty.

c. Causes for dismissal shall include:

i. Insubordination.

ii. Immoral conduct or conduct unbecoming a faculty member.

iii. Inefficiency.

iv. Incompetency or neglect of duty.

v. Non-feasance, mis-feasance, or mal-feasance.

d. Procedures to be followed in cases of termination for cause shall include a hearing during which the terminated member shall be given an opportunity to hear the charges against him/her and may be represented by counsel.

11:04 **Resignations**

A member of the faculty, recognizing the generally accepted principles of professional ethics in regard to resignations, shall give notice of his/her intention to resign at the earliest possible opportunity. The faculty member shall normally submit a resignation no later than thirty (30) days following his/her reappointment, nor later than May 15, whichever occurs later. In any case, the faculty member will give a minimum of 30 days notice.

ARTICLE 12
RETRENCHMENT

12:01 There will be no retrenchment of tenured faculty or those with term appointments extending through the duration of the contract; however, if a reduced work load results from lower enrollment the affected faculty member will perform other duties to compensate. These other duties may include teaching mini or summer sessions without extra pay or performing non-teaching duties at any time during the fiscal year commensurate with their capabilities.

12:02 The Committee on Retrenchment and Retraining formed in the 1983-84 Fall semester will continue in existence. The purpose of this committee is to function as a counseling and planning body for specific faculty in jeopardy of retrenchment. The committee shall be comprised of the division chairpersons and four senior faculty (Professor or Associate Professor) selected by the President of the Faculty Association for two year terms. The committee shall assist in the implementation of sections :03-c, :03-h and :03-i listed below. The work of the committee shall be ongoing.

12:03 a. The service of any members of the faculty may be terminated in the event of financial or program retrenchment that cannot be accomplished totally by attrition. Affected faculty members shall be formally notified at least one academic semester, excluding the summer session, prior to implementation. Retrenchment shall be on the basis of seniority from the most recent date of full-time employment at the College provided the remaining faculty members have the necessary qualifications to teach the remaining courses, or perform the remaining duties. Retrenchment shall be within the teaching or non-teaching categories and not from one to another.

b. Before retrenching a faculty member, the College shall make a reasonable effort to place him/her in another suitable position. The College should attempt to notify a faculty member at least two years in advance of possible retrenchment so that ample time is available for retooling.

c. A retrenched faculty member shall be entitled to such unemployment compensation benefits as authorized by law.

d. No full-time faculty member will be retrenched prior to a part-time faculty member provided the remaining faculty have the necessary qualifications to teach the remaining courses, or to perform the remaining duties.

e. A faculty member who is retrenched from the College shall be placed on a preferred hiring list for two years, and shall retain all prior rights up to the date he/she was placed on the list. Priority on this hiring list will be given as follows: (1) tenured faculty, (2) faculty with five year appointments and (3) faculty with term contracts.

f. If a faculty member is recalled under section e. above, he/she shall receive the same or similar rank, title, salary and tenure (if tenure prior to retrenchment) which he/she had at the time retrenchment occurred except in the case of a retrenched faculty member who is reappointed to a non-teaching faculty position in which case he/she would retain sick leave benefits and would not be considered a new employee for purposes of fringe benefits provided. Additionally, the faculty member would be entitled to his/her salary when retrenched or the maximum salary for the non-teaching position, whichever is less.

g. Present extra service course offerings at the College shall become part of the regular teaching assignment of faculty who might otherwise be retrenched.

h. New positions and vacated existing positions will be filled with present faculty members whenever possible. Should the academic credentials of the person being considered for reassignment fall short of expectations, the College shall define those which must be earned to effect the transfer.

i. In each of the 1986-87, 1987-88 and 1988-89 academic years, the College shall make available no more than $15,000 to be used for retooling.

   i. Such funding shall be available to faculty who are in jeopardy of retrenchment prior to the expiration of a term appointment or who have tenure.

   ii. Retooling is to be consistent with an individual's professional competence and background.

   iii. Faculty members notified in advance of possible retrenchment will be eligible to apply for a portion of the available funds. The Committee on Retrenchment and Retraining will review fund requests and approve or disapprove each request.

ARTICLE 13
FACULTY HANDBOOK

No changes in the "Personnel Policies" section of the Faculty Handbook shall be made during the balance of this contract without mutual agreement.

ARTICLE 14
GRIEVANCE PROCEDURE

The following statements outline the procedures by which grievances shall be resolved at Herkimer County Community College:

14:01 It is urged that all grievances be first discussed between the two parties involved in an informal, face-to-face meeting in an attempt to resolve the grievance in good faith without invoking the steps as stated hereinafter. All informal procedures should be explored prior to a formal grievance.

14:02 A grievance shall be defined as a claimed violation of this contract or of "Faculty Personnel Policies" as stated in the Faculty Handbook and may be filed by a faculty member, a group of faculty members or the Faculty Association.

14:03 **Rights to Representation**

a. The Board of Trustees shall recognize a grievance committee upon its selection by the Association. At least one Association representative shall be present for any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.

b. Nothing contained herein shall be construed as limiting the right of any faculty member having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

c. A grievant may be represented at all stages of the grievance procedure by him/herself, or, at his option, by an Association representative selected by the Association.

14:04 **Procedures**

a. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

b. Except for informal decisions, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of facts, conclusions and supporting reasons. Each decision shall be promptly transmitted to the parties involved in the grievance.

c. The preparation and processing of grievances shall be conducted at such times as will afford all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty other than teaching classes without loss of pay.

d. All parties agree to facilitate any investigation which may be required and will make available, upon the request of any aggrieved party any and all relevant documents, communications and records except legally privileged material concerning the alleged grievance.

e. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

f. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and any other necessary documents will be jointly developed by the President or his/her nominees and the grievance committee of the Association. The development of such forms shall not delay any grievance.

14:05 The formal grievance procedure shall be as follows:

Step One

a. If the grievant is a teaching faculty member, or a group of teaching faculty members from a common division, the representative or grievant(s) shall formally initiate the grievance by presenting it in writing to the Division Chairperson within thirty (30) working days of the occurrence of the action which prompted the grievance. The grievance shall contain the signature of the grievant and shall be as specific as possible as to details. The redress expected should be specified. If the grievance is not satisfactorily resolved at this stage within five (5) working days, the Division Chairperson shall be obliged to communicate in writing his/her decision to the grievant before the end of the sixth (6th) working day after the grievance has been presented.

b. Non-teaching faculty members shall initiate their grievances at Step Two.

c. The Faculty Association, or any group of faculty members not from a common division, shall initiate their grievances at Step Two in accordance with the same procedures and time limits as a. above.

d. In cases of suspension and/or dismissal, at the grievant's discretion, Steps One and Two may be dispensed with and the grievance may proceed immediately to Step Three.

Step Two

a. In the case of teaching faculty members, if the grievance has not been satisfactorily resolved at Step One, the grievant or his/her representative may appeal to the Dean of the College within ten (10) working days after receiving the decision rendered in Step One.

b. In the case of non-teaching faculty members, the grievant or his/her representative must initiate his grievance with his/her immediate supervisor (e.g., Dean of the College, Dean of Students, or President of the College) within thirty (30) working days of the occurrence of the action which prompted the grievance.

c. The appropriate Dean shall then be obliged to communicate in writing his/her decision to the grievant within ten (10) working days after receiving the grievant's complaint.

Step Three

If the grievance has not been satisfactorily resolved at Step Two, the grievant may appeal the decision to the President of Herkimer County Community College within ten (10) working days after receiving the decision rendered in Step Two. The President shall then be obliged to give the grievant a hearing within ten (10) working days of receipt of the appeal.

The grievant shall be notified in writing of the hearing at least five (5) working days prior to the date set for such a hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The President shall then be obliged to communicate his/her decision in writing together with his/her supporting reasons to the grievant within ten (10) working days after the completion of the hearing.

Step Four

If the grievance has not been satisfactorily resolved at Step Three, the grievant may appeal the decision to the Herkimer County Community College Board of Trustees within ten (10) days after the decision rendered in Step Three. This appeal shall be communicated to the Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall then be obliged to give the grievant a hearing before the Board of Trustees as soon as practical within thirty (30) days of receipt of the appeal. The grievant shall be notified in writing of the hearing at least seven (7) days prior to the date set for such hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The Board of Trustees shall then deliberate and arrive at a decision as soon as possible, but no later than seven (7) days after the completion of the hearing.

Once a decision has been reached, the Chairperson of the Board of Trustees shall be obliged to communicate in writing the Board's decision together with supporting reasons to the grievant within ten (10) working days after the decision has been reached.

ARTICLE 15
DURATION

The term of this agreement between the Herkimer County Community College Faculty Association and the Herkimer County Community College Board of Trustees and the Herkimer County Legislature shall be from September 1, 1986 through August 31, 1989.

FOR THE ASSOCIATION:

Dr. Timothy McLean, President

FOR THE EMPLOYER:

Dr. Ronald Williams, College President

ARTICLE XV. (continued)

Joan C. Prymas
Negotiating Committee
Chairperson

David L. Mahoney
Chairperson, Board of Trustees
Negotiating Committee

R. Frederick Rowland
Chairman, Herkimer County
Legislature

AGREEMENT

DATED:

EFFECTIVE: September 1, 1986

TERM: September 1, 1986 - August 31, 1989

BY AND BETWEEN

THE

COUNTY OF RENSSELAER

(hereinafter referred to as the "County")

and the

BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE

(hereinafter referred to as the "College")

as co-employers

and the

HUDSON VALLEY COMMUNITY COLLEGE FACULTY ASSOCIATION

(hereinafter referred to as the "Association")

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ARTICLE I

REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II

SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III

MANAGEMENTS RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the Board of Trustees hereby retain and reserve unto themselves all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies.

ARTICLE IV

PAST PRACTICES

This Agreement supersedes all prior agreements and past practices relative to all matters herein contained. All past practices, duties and responsibilities, if any, relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.

ARTICLE V

RECOGNITION AND DUES DEDUCTIONS

A. Recognition

The Public Employment Relations Board of the State of New York, having duly determined that the Association has been lawfully designated as exclusive representative for the purposes of collective negotiations in a unit including all teaching faculty in the employ of the employer with the academic rank of assistant instructor, instructor, assistant professor, associate professor and professor; also educational assistants and assistant librarians, full or part-time; adjunct and part-time instructional faculty of credit bearing courses, and will exclude all others. The College hereby recognizes the Association as the exclusive representative of the employees in the said unit for the purposes of negotiations regarding wages, hours and terms and conditions of employment, and in the settlement of grievances, and for all lawful purposes under the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

B. Dues Deductions

The College agrees to deduct from the salaries of the employees in the faculty unit, year to year on a continuing basis, the

Association dues pursuant to plans certified by the Association as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association and to remit the same promptly to such Association. Such authorization may be revoked by instrument in writing and the College will promptly notify the Association of the receipt of such revocation.

C. Agency Shop

Membership in the Faculty Association shall not be a condition of employment or a preference in continuance of employment. However, the Association shall be entitled to the benefit of the Agency Shop legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended, upon attainment of membership equal to seventy-five percent (75%) of the employees eligible for membership in the bargaining unit and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of such legislation. Percentage tabulation as above shall be as of January 1st.

D. Agency Shop Fee

Should the Association comply with the provisions of paragraph "C" above (Agency Shop), the College agrees to deduct from the salaries of the employees in the faculty unit who are not members of the Association a fee equal to the Association dues, and to remit the same promptly to such Association. Said fee shall be in accordance with the laws of the State of New York.

ARTICLE VI

NON-DISCRIMINATORY APPLICATION

The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation, or handicapping conditions.

ARTICLE VII

PROFESSIONAL OBLIGATIONS

A. Primary Duty of a Faculty Member

The primary duty of faculty members at Hudson Valley Community College is teaching as opposed to pure research and other forms of academic endeavor. Teaching implies a responsibility on the part of the individual faculty member to stay abreast of developments in their particular field of endeavor, and to present subject matter for the enlightenment of students. It also implies an interest in the welfare of students, at least insofar as their classroom experiences are concerned. By signing his/her agreement with this institution, the faculty member indicates an intention to devote himself/herself earnestly to the teaching of students of various abilities at the community college level and to act in a manner that is consistent, at all times, with the objective of the College. Non-college work shall not conflict with a faculty member's primary duty and responsibilities.

B. Freedom in the Classroom

1. Faculty members are entitled to freedom in the classroom in discussing their subject and in reporting the truth as they see it, but they should be careful not to

introduce into their teaching controversial matter which has no relation to their subject.

2. Both the College and the faculty member recognize the informal atmosphere of the classroom. By so doing, they recognize that such an atmosphere is closely related to freedom in the classroom and, because of this, the happenings of the classroom shall not be made public by the College or by the faculty members without the consent of the other.

C. Compliance with College Regulations

Faculty shall comply with the College regulations for students, visitors and College personnel and shall support College efforts to achieve compliance therewith unless the College regulations are inconsistent with this agreement.

D. Research and Faculty Prepared Materials

1. Faculty are entitled to full freedom in research and the publication of the results thereof subject to the adequate performance of their other academic duties. The conduct of any research and/or the publication of the results thereof by a faculty member requiring the use of college facilities, equipment, supplies, or personnel shall be predicated on the advance written agreement between the concerned faculty members and the President of the College or his/her designee.

2. Except in such instances where job content requires the development of materials, all patents or copyrights on materials developed by faculty members authorized

pursuant to paragraph (1) hereof or independently developed shall be and remain the property of the faculty member involved. Faculty prepared materials may not be sold to students of Hudson Valley Community College except by written agreement between the President of the College or his/her designee and the faculty member involved.

E. Work Year

1. The work year of the faculty shall begin on August 25, 1986; August 24, 1987 and August 29, 1988. The work year of the faculty shall conclude on May 23, 1987; May 21, 1988; and May 27, 1989. In the event graduation occurs prior to the concluding dates heretofore set forth, faculty shall submit to the appropriate supervisor all student grades and other reports and materials in accordance with the schedule published by the College. Compliance with the foregoing by faculty shall constitute completion of the work year. Faculty will not be required to be on campus when classes are not in session except for assigned proctoring of final examinations or as otherwise provided in this agreement.

2. All faculty shall attend the commencement ceremony unless excused by the appropriate division dean.

F. Work Day

The work day of the faculty shall be from 8:00 a.m. to 11:00 p.m. Whenever possible, consistent with the educational objectives of

the College and other provisions of this Agreement, faculty will be scheduled in less than a continuous eight (8) hour span. Unless waived in writing by an individual faculty member, in all cases, classes shall be assigned over a period of not more than eight (8) hours.

G. Individual Course and Schedule Assignments

1. The College shall, on a semester by semester basis, at least five months prior to the beginning of each semester, establish a master instructional schedule setting forth all courses to be offered and their meeting times and locations.

2. When known, the faculty of each department shall be individually informed, at least five months prior to the beginning of each semester, in writing, by their department chair of the courses and meeting times to be taught by the department during the upcoming semester.

3. On forms provided for this purpose, a copy of which is attached as Addendum A, full-time faculty shall advise their department chairs of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester within fifteen (15) days of being informed of the course and meeting time offerings set forth in paragraph G(2).

4. Subsequent to the receipt of course preference forms, if requested to do so in writing, department chairs shall meet individually with their faculty to discuss their course and meeting time preferences. Following all such meetings, or the waiver thereof, department chairs shall, subject to approval by the division dean, make decisions on which courses will be taught

by the faculty of their departments. Such decisions shall be predicated on each faculty member's appropriate instructional experience, professional background, stated course preference(s) and credentials in relation to departmental course offerings. Faculty will be informed of their preliminary course and meeting time assignments in writing. If a faculty member's request cannot be honored, upon request, he/she shall be informed of the reasons therefor in writing. Newly hired faculty will not be afforded any preference under this section during their first semester of employment.

5. Full-time faculty shall be notified of their course and meeting time assignments by June 1 for the fall semester and by December 1 for the spring semester. Course and meeting time assignments may be changed prior to the beginning of a semester due to unforeseen circumstances involving enrollments or faculty availability.

H. Class Schedule Changes

Faculty must meet their classes as scheduled except as provided for in the following:

1. A change in the time or location of a single class meeting must have the prior authorization of the faculty member's department chair.
2. Changes in the time and/or location of more than a single class meeting must have the prior authorization of the faculty member's department chair and division dean.

3. A permanent change in the master schedule must have the prior authorization of the faculty member's department chair, division dean and the vice president for faculty and academic affairs.

4. For all such changes in class meetings scheduled by the Office of Continuing Education, notice to the Office of Continuing Education is also required.

I. Teaching Load

1. Faculty members teaching courses without laboratory sections may be assigned up to thirty-two (32) contact hours, with no more than six (6) courses per academic year. However, the College may schedule a thirty-third (33rd) contact hour, where necessary on an overload basis, and pay the affected faculty member in accordance with the voluntary overload rate set forth in Article XII, Section G hereof.

2. Faculty members teaching courses with laboratory sections may be assigned up to thirty-three (33) contact hours per academic year; four (4) courses wherever possible with a maximum of five (5) courses per academic year. The number of students assigned to a particular laboratory section shall be based upon (a) the skills to be acquired by the students; (b) instructional techniques necessary for the acquisition of such skills; (c) equipment, supplies and/or materials to be used in the laboratory; and, (d) the physical

limitations of the room in which the laboratory is to be conducted.

3. Contact hour credit for field work supervision will be on a ratio of one (1) hour of load credit for every two (2) hours of required supervision. Twenty (20) students per section shall be the maximum student load where field work experience is required and scheduling of sections will continue as heretofore.

4. Faculty assigned to teach mass lectures shall be assigned two (2) semester contact hours of teaching load credit for each one (1) hour of mass lecture. For the purposes hereof, a mass lecture shall be a class of (a) one hundred (100) students or more; (b) precisely planned and organized; (c) limited to faculty presentation as distinct from discussion, quizzes, examinations, etc. and requiring the regular and extensive use of instructional media.

5. Faculty teaching assignments will be limited to three (3) courses and eighteen (18) contact hours per semester and (excluding mass lectures) five hundred (500) student contact hours per semester. However, to accommodate students from courses which are cancelled due to insufficient enrollment by the President or his/her designee during the week prior to the first day of classes each semester and students who register during the first week of classes, the College may assign faculty members up to five hundred ten (510)

student contact hours in a semester. In any event, a faculty member may not be assigned more than one thousand (1,000) student contact hours in an academic year.

6. Except in instances of team teaching, not more than one faculty member will be assigned to teach a separate section of the same course without the written consent of the faculty member.

7. For faculty members in the Department of Physical Education and Recreation Leadership, any course taught which is a major subject within either the Recreation Leadership Curriculum or the Physical Education Major's Option shall count as one (1) preparation. All courses taught in the physical education service program, irrespective of the number, shall count as one (1) preparation.

8. Every effort shall be made to schedule faculty into a full time teaching load prior to 6:00 p.m. Faculty members for whom a full-time teaching load cannot be compiled prior to 6:00 p.m. shall be assignable to teach courses after 6:00 p.m. or to other departments and/or divisions if qualified and if openings exist. For any on-load course assignments scheduled to end after 6:00 p.m., faculty members so assigned shall receive a premium of $60.00 per semester contact hour. Not more than one (1) course will be required in the evening as part of the full-time load except for

faculty members for whom a full-time load cannot be compiled with the single course limitation. Under no circumstances may the College assign a course after 6:00 p.m. to a faculty member for punitive purposes. Faculty members who hereafter voluntarily accept a full-time evening assignment or are initially employed as full-time evening instructors shall not be entitled to premium compensation.

9. An optional overload (voluntary on the part of the faculty member) shall be permitted beyond the thirty-second (32nd)/thirty-third (33rd) contact hours and any faculty member accepting such voluntary overload shall be compensated therefor at the voluntary overload rate set forth in Article XII, Section G hereof. Voluntary overload assignments prior to 6:00 p.m. may be authorized provided the faculty recommended for such assignments are carrying full teaching loads and the course(s) in question could not otherwise be assigned to another faculty member qualified to teach the course(s) as part of their regular teaching load. In any event, the College has no obligation to assign such available courses to full-time faculty volunteering for such courses.

10. Faculty members may leave campus prior to the end of the work day if all obligations to the College for that day are completed.

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J. Reduced Teaching Load; Reduced Salary and Benefits

a. With the prior approval of their department chairperson and the College administration, teaching faculty with ten (10) or more years of full-time service with the College may request to take a reduced teaching load. Such reduction of load, if approved, shall be in combinations of three (3), four (4), or five (5) contact hours. A department's total course offering shall not be reduced because of the requests for reduced load.

b. During the semester of reduced load, the base salary, leave and all other applicable benefits as hereunder provided for faculty members shall be reduced by twenty percent (20%) for each reduction of three (3) contact hours; twenty-five percent (25%) for each reduction of four (4) contact hours; and, thirty percent (30%) for each load reduction of five (5) contact hours and/or combinations thereof.

c. Requests for reduced teaching load assignments must be made on forms provided for this purpose by the College and submitted by October 1st for load reductions to be effective in the upcoming spring semester and by March 1st for load reductions to be effective in the upcoming fall semester. Such forms, along with guidelines describing how this provision will be implemented, are available from

department chairs and/or the Director of Human Resources.

K. Office Hours

1. Full-time faculty shall maintain not less than five (5) office hours each week. Such office hours will be scheduled throughout the week so that faculty are readily available to students. Faculty shall post their office hour schedules on their office doors and shall file a copy with their department chair.

2. Part-time faculty shall maintain office hour(s) so as to be available to students in accordance with the following:

Contact Hours of Teaching Per Week	Office Hours Per Week
3	1
4	1.25
5	1.50
6	2
7	2.25
8	2.50
9	3

3. Full-time faculty who accept optional overload assignments shall maintain one (1) additional office hour each week for each additional course taught.

L. Student Advisement

1. During the fiscal year (September 1 - August 31) the College may, at its discretion, employ faculty to assist department chairs with general student advisement and/or in association with the student course selection and/or registration process. Faculty wishing to be considered for employment as student advisors

shall so inform their department chairs in writing on forms provided by the College for this purpose.

2. Employment as a student advisor shall be upon the recommendation of the appropriate department chair and approved by the division dean. Such employment shall be on a semester-by-semester basis and non-reappointment shall not be subject to review under the grievance machinery of the Agreement.

3. Faculty employed as student advisors shall be compensated at the following rates per hour with payment based on approved timesheets submitted:

   a) Effective the first 1986-87 pay period $12.50/hour.

   b) Effective the first 1987-88 pay period $13.00/hour.

   c) Effective the first 1988-89 pay period $13.50/hour.

4. All services rendered as a student advisor shall be in addition to the office hour requirement stipulated in Article VII, Section K hereof.

M. Time for Meetings

1. A free period of two (2) consecutive hours each week will be included in the master schedule to provide time for meetings of various organizations, including student organizations, campus committees, the Faculty Association and other groups. The time to be assigned

for the same shall be discussed with the Association before the master schedule is finalized.

2. If a conflict develops between a scheduled meeting of the Faculty Association and other organizations and/or committees, those other organizations and/or committees shall have priority except that the Faculty Association shall be assigned first priority for one (1) meeting time every fourth week.

N. Class Cancellations

In the event that day classes are cancelled because of inclement weather or other emergency, faculty members will not be required to report to campus for the period of time covered by the day class cancellation. Evening class cancellations shall be separately determined.

ARTICLE VIII

TEXTBOOKS, SUPPLIES, RECORDS, AND MATERIALS

A. Selection of Textbooks and Teaching Materials

1. Textbooks and other teaching materials shall be selected by the faculty member involved in teaching a specific course. Faculty textbook selections shall be made by April 1 for the fall semester and by October 1 for the spring semester.

2. In instances of courses with multiple sections the majority of the faculty members involved must agree on the text to be used. Lacking a majority decision the choice shall be made by a majority vote of the tenured faculty teaching the course. In the case of a tie in

the latter instance the department chairperson shall cast the tie breaking vote.

3. Selection of textbooks and teaching materials shall be subject to the approval of the department chairperson and division dean. If required, the department chairperson or division dean shall, if requested, supply written reason(s) for such action.

B. Desk Copies of Textbooks

If delivered from the publisher or in stock at the College Bookstore, desk copies of textbooks to be used in the upcoming semester will be available to faculty in need of such books no less than two (2) weeks before classes begin.

C. Ordering Supplies

Faculty members will order supplies, in accordance with established procedures, on forms provided by the College for this purpose.

D. Submission of Records and Materials

Each faculty member shall timely submit to the appropriate supervisor grade and other records and materials (which cannot otherwise be prepared) as required by the College. This provision does not require multiple preparation or submission of records by any faculty member. Failure to timely submit such records and materials may result in the deferment of salary installments as provided in Article XII(F) until such records and materials are submitted. Except in the instance of lump sum payments pursuant to Article XII(F)(2)(a), ten (10) days advance

written notice of an installment deferment will be provided the faculty member.

ARTICLE IX

ASSISTANT LIBRARIANS, EDUCATIONAL ASSISTANTS

A. Assistant Librarians

1. Assistant librarians shall be accorded the benefit(s) of all applicable sections of this agreement (e.g. evaluation, academic rank, tenure, leaves, salary, etc.) and shall be employed on the basis of 189 working days between September 1 and August 31 with a thirty-five (35) hour work week.

2. Work schedules shall be equitably structured to assure adequate coverage for library services throughout the calendar year.

3. In the event that assistant librarians are assigned to teach a specific library related course, one (1) hour of course contact hour credit will count as the equivalent of two (2) hours toward the thirty-five (35) hour requirement stipulated in paragraph "1" of this article. Should such assignments be made, they will have no bearing on the capacity of affected assistant librarians to fulfill all reference desk coverage assignments.

4. A full time assistant librarian appointment is defined as an assistant librarian who works more than twenty-five (25) hours in a week.

5. Part time/adjunct assistant librarians shall be paid in accordance with the following schedule:

Effective the first 1986-87 pay period $12.50/hour.

Effective the first 1987-88 pay period $13.00/hour.

Effective the first 1988-89 pay period $13.50/hour.

B. Educational Assistants

1. Educational assistants shall be accorded the benefits of all applicable sections of this agreement (evaluation, academic rank, tenure, leaves, salary, etc.) and shall be employed on the basis of 189 working days between September 1 and August 31 with a thirty-five (35) hour work week.

2. Work days shall include all days on which classes are in session or the center is open. Additional work days shall be discharged between the fall and spring semesters and/or during the summer months and shall be as recommended by the educational assistants and approved by the appropriate department chair and/or administrator.

3. Work schedules shall be equitably structured to assure adequate coverage for educational assistant services throughout the calendar year. Educational assistant assignments will be made based on the stated preferences of the educational assistants. Where there is a

conflict between stated preferences, length of service as an educational assistant will dictate which stated preference will be honored.

4. Full time educational assistants who work hours after 6:00 p.m. Monday through Friday or at any time on Saturday or Sunday shall receive a premium of $3.00 per hour over and above their normal rate per hour for each hour worked. For the purposes of this section, the normal rate shall be the annual salary divided by 1323.

5. A full time educational assistant appointment is defined as an educational assistant who works more than twenty-five (25) hours in a week.

6. Part time/adjunct educational assistants shall be paid in accordance with the following schedule:

   Effective the first 1986-87 pay period $12.50/hour.

   Effective the first 1987-88 pay period $13.00/hour.

   Effective the first 1988-89 pay period $13.50/hour.

ARTICLE X

PROFESSIONAL POSITIONS

A. Equal Employment Opportunities

It is the policy of Hudson Valley Community College that applicants shall receive equal opportunity for employment, and upon employment shall be treated equally regardless of race, color, age, religion, sex, sexual orientation, political affiliation,

handicapping condition or national origin. This policy relates to all actions related to but is not limited to employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, and rates of pay and/or other forms of compensation.

B. Notice of Vacancies

Ten (10) copies of each notice of each vacancy in bargaining unit positions (acting, temporary or permanent) shall be delivered to the Secretary of the Association. An equal number shall be posted by the College to provide a notice thereof to the faculty. Notices of vacancies which occur during the summer months shall be communicated by mail to the faculty who request the same on a form provided by the College. Faculty members shall be given priority consideration in filling such vacancies.

C. Opportunity for Joint Meeting and Recommendation

At such time as persons are being interviewed for positions on the faculty, an opportunity for a joint meeting involving the candidate(s), department chairperson and faculty of the appropriate department will be provided. The recommendation of the faculty will be submitted to the department chairperson and the Vice President for Faculty and Academic Affairs.

D. Recruitment Qualifications

If requested by the College, faculty from the department where a vacancy is to be filled shall participate in the development of minimum educational and experiential requirements for the filling of such vacant faculty position(s).

ARTICLE XI

APPOINTMENTS TO PROFESSIONAL STAFF

A. Temporary Appointments

1. Temporary appointments are made to positions not expected to be permanent. Such appointments are for fixed terms not in excess of one (1) academic year.

2. A full-time temporary appointment is defined as a faculty member with an instructional assignment of more than twelve (12) semester contact hours for the period of appointment.

3. Faculty holding full-time temporary appointments shall be entitled to full health benefits contained herein and up to twelve (12) days of consolidated leave (or the appropriate pro rata share thereof for appointments of less than one (1) academic year). Consolidated leave may be used for personal illness, death in the immediate family, and, subject to the provisions of Article XVI, Section C (Personal Leave) for urgent personal business that cannot be deferred. Faculty holding full-time temporary appointments shall not be entitled to other leaves, paid or unpaid, long term disability insurance coverage nor shall their termination be subject to review under the grievance procedure. For the purposes of this paragraph, immediate family is defined to include spouse, children (including foster and step children), grandchildren, parents, grandparents, foster parents and/or blood relatives residing in the same household.

4. Time served by faculty under full-time temporary appointments prior to August 31, 1978 who thereafter receive probationary appointments may in the discretion of the College, be considered time under a probationary appointment in determining probationary/tenure status; in making the same determination for full-time faculty comparably employed (full-time temporary to probationary) subsequent to August 31, 1978, time served under the temporary appointment will to a maximum of one (1) year, be considered time under a probationary appointment and all benefits under such entitled service shall be continuous.

5. Except for persons notified in writing and employed to replace probationary and/or tenured faculty on leave or assigned to programs or projects funded by a grant or contract, a faculty member may not be employed under more than two (2) consecutive full-time temporary appointments in the same department.

B. Probationary Appointments

1. All faculty members will serve a probationary period of not more than five (5) years prior to being granted tenure. However, the probationary period for transferees from other institutions of higher education within the State University of New York, in which tenure had been achieved, shall be reduced by years of tenured service at such institutions; however, such transferees shall be required to serve a minimum of

three (3) years of probation at Hudson Valley Community College prior to being granted tenure.

2. Faculty members on probationary status whose appointments are renewed from year to year, will be granted tenure upon renewal of their appointments beyond their probationary period.

3. All faculty members who are granted tenure appointments shall hold their respective positions during good behavior and competent and efficient service.

4. Tenure shall remain in effect if and while a faculty member assumes an administrative position or is employed in a position funded by grant or contract funds.

ARTICLE XII

SALARIES

A. Faculty Covered by this Agreement

i. The salaries of full-time faculty covered by this Agreement shall be increased as follows:

Effective September 1, 1986 - The salary of each returning full-time tenured and probationary faculty member shall be increased by 6%.

Effective September 1, 1987 - The salary of each returning full-time tenured and probationary faculty member shall be increased by 6%.

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Effective September 1, 1988 - The salary of each returning full-time tenured and probationary faculty member shall be increased by 6%.

ii. Equity Adjustment

1. Each year during the term hereof, the salaries of returning tenured and probationary faculty members whose base salary is below the average of all tenured and probationary faculty members in the same rank shall be equitably adjusted as hereinafter set forth prior to the application of the annual salary increases.

2. Equity adjustment to which a returning probationary or tenured faculty member shall be entitled each year of this Agreement shall be determined in the following manner:

a. An equity unit shall be the sum of $100.00 or less by which a returning tenured or probationary faculty member's base salary for the preceding year was below the average base salary of all tenured and probationary faculty members of the same rank for the same (preceding) year.

b. The number of units so determined shall be multiplied by the number of his/her years of continuous full-time service at the College and thereafter divided by the number representing the mean years of full-time continuous service in his/her rank.

c. The number of such units for all faculty members in all ranks shall be divided into a sum equal to $17,500.00 in 1986-1987, $37,500.00 in 1987-1988 and $42,500.00 in 1988-1989. The unit value so determined shall be multiplied

by the number of each faculty member's units as determined in (b) above constituting his/her equity adjustment.

3. Equity adjustment determinations shall be made using factors existing as of June 1, preceding entitlement.

4. The equity adjustment, if any, of faculty members who are promoted or are merit recipients, shall be calculated on the basis of his/her rank and salary subsequent to promotion and/or merit increases.

5. For the purposes of this section only, approved leaves of absences shall not constitute a break in continuous full-time service.

6. For the purpose of equity calculation those faculty members holding the rank of Instructor during academic year 1985-86 whose base annual salary was below $17,500.00 will be considered as if they had earned $17,500.00, and equity units applicable thereto shall be calculated between $17,500.00 and the 1985-86 average tenured and probationary instructor's salary.

B. The base salary for each full time faculty member with the rank of Instructor, shall be not less than the salaries set forth in the following table:

1986-1987	1987-1988	1988-1989
$17,500	$18,550	$19,660

C. Upon promotion in rank, the base salary of a faculty member shall be increased, as follows:

From	To	Increase for Promotion Effective 9/1/86
Assistant Instructor	Instructor	$ 500
Instructor	Assistant Professor	500
Assistant Professor	Associate Professor	750
Associate Professor	Professor	1,000

The promotion in rank increase shall be added to the faculty member's base salary before any other yearly salary increase is calculated.

D. Merit

The College shall be authorized to grant, at its discretion, merit/equity salary increases beyond the increases stipulated in the Agreement; application of this provision would be limited to up to ten (10) faculty members and a total of $5,000 in each year of the agreement.

E. Annual Salary Agreement

1. Every faculty member shall receive an annual salary agreement, consistent herewith, setting forth his/her academic rank and salary.

2. Salary agreements shall be signed and returned by each faculty member within thirty (30) calendar days after receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the faculty member; failure to do so shall constitute a resignation.

F. Salary Installments

1. The salary as stated on the salary agreement of each faculty member employed for a full academic year shall be paid on a bi-weekly basis in twenty-six (26) approximately equal installments or twenty-seven (27)

approximately equal installments in those fiscal years where there are twenty-seven (27) bi-weekly pay periods.

2. Except for faculty members leaving the employ of the College at the end of the fiscal year, upon one month's written request by a faculty member:

   a. All salary payments for pay periods subsequent to graduation shall be payable on the first pay period subsequent to graduation.

   b. The College, subject to New York State audit regulations, will, upon one month's written request, make appropriate arrangements to forward faculty members' salary checks by mail. A request to forward checks by mail shall be irrevocable for the balance of the fiscal year (August 31).

G. Voluntary Overload Compensation

Faculty members accepting voluntary overload teaching assignments, pursuant to Article VII, Section I-9 of this Agreement shall be compensated for such assignments as follows:

1986-87 academic year - $425.00 per semester contact hour

1987-88 academic year - $445.00 per semester contact hour

1988-89 academic year - $470.00 per semester contact hour

H. Adjunct Faculty Compensation

Adjunct and part-time faculty members shall be compensated as follows:

1986-87 academic year - not less than $425.00 per semester contact hour

1987-88 academic year - not less than $445.00 per semester contact hour

1988-89 academic year - not less than $470.00 per semester contact hour

I. Premium Compensation

Faculty assigned to credit bearing courses pursuant to Article VII Section I-8, shall be paid a premium of $60.00 per semester contact hour.

ARTICLE XIII

CLASSROOM EVALUATIONS AND ANNUAL EVALUATION

A. Procedure

Classroom evaluation and annual evaluation procedures shall be separately conducted to afford faculty time to:

1. improve on or correct deficiencies noted; and/or
2. respond to comments made in observation reports prior to preparation of annual evaluation reports.

B. Classroom Observations

1. Faculty shall be observed each academic year unless, upon a tenured faculty member's written request, on a year-by- year basis, the observation is deemed unnecessary by the faculty's department chair.
2. By mutual agreement the faculty member and the department chair may defer one (1) classroom observation in an academic year.
3. Observations will be conducted in a manner that minimizes disruption of the class observed.

4. The first observation in an academic year shall be conducted by the faculty member's department chair. Successor observations, if any, may be made by the department chair, division dean or other appropriate administrative staff member.

   a. Within five (5) faculty working days of the first observation, or any successive observation, faculty shall be provided with a written report thereof. Such report shall contain specific comments on the faculty member's overall performance (preparation, subject matter content, organization of materials, methodology, presentation, etc.) in the class observed. Should the report cite performance deficiencies, it shall also contain suggested means to correct the deficiencies noted.

   b. Faculty shall have five (5) faculty working days from the receipt of the report to respond to the comments therein contained and, if one is desired, to request that they be re-observed by their department chair.[1] During the five (5) day response period, the file copy of the observation report shall be considered confidential and shall be maintained by the department chair.

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[1]Request is limited to the first observation in an academic year; if requested, re-observation will be granted.

5. If successive observations are to be conducted, faculty shall be so informed in writing along with the reasons therefor. When conducted, the procedures will duplicate those of the first observation. Reports of successive observation(s) will, however, deal primarily with the performance factors that caused re-observation. Prior to any successive observation, the chair will discuss the written report of the prior observation with the faculty member.

6. If after two (2) observations in a given academic year, the department chair indicates that additional observations will be conducted, faculty so affected, if they request, will also be observed by their division dean or other appropriate administrative staff member.

7. The appointment of a faculty member will not be terminated either pursuant to dismissal procedures (except in charges of misconduct) or non-renewal on the basis of only one (1) classroom observation.

C. Annual Evaluation

1. Faculty shall be evaluated annually. Such evaluation shall emphasize the primary duty of faculty (teaching, course preparation and the evaluation of student performance) and may also deal with other College related factors of faculty employment, i.e. interest in the welfare of students insofar as their classroom experiences are concerned, committee participation,

professional activities, publications and research, et al.

2. The annual evaluation report shall be prepared in writing by the faculty member's department chair on forms developed by the College for this purpose. (Prior to the issuance of these forms, and annually thereafter, the content and structure thereof shall be discussed with the Association.)

3. Faculty shall be provided with copies of their evaluations and shall be accorded an opportunity of discussing them with their department chairs. Subsequent to such discussions, or on receipt of a written waiver thereof, faculty shall be accorded a period of five (5) faculty working days to submit any written response to their evaluation. Following the five (5) day response period, a copy of the evaluation report with faculty response, if any, thereon, will be forwarded for administrative review and file.

ARTICLE XIV

ACADEMIC RANK

A. Promotion Upon Attaining Tenure

1. Assistant Instructors, upon attaining tenure, if not already promoted, shall be promoted to the rank of Instructor.

2. Instructors, upon attaining tenure, if not already promoted, shall be promoted to the rank of Assistant Professor.

B. Promotion Eligibility

In determining eligibility for discretionary promotions (promotion to the rank of Associate Professor and to the rank of Professor) the College shall consider teaching ability, academic credentials, professional development, professional accomplishments and teaching experiences. Additional criteria, if any, as may be established by the College will be announced annually by October 15.

C. Promotion Procedures

1. Promotion recommendations will be initiated by department chairs; faculty shall be informed through the annual evaluation process whether or not they have been so recommended. Faculty not recommended by their department chair may initiate a recommendation on their own behalf.

2. Faculty who are not recommended for promotion or whose recommendation is denied at any step in the promotion review process shall, upon written request, be provided with the reason(s) for such action by the person(s) denying the promotion in writing.

3. A faculty member's promotion recommendation materials will be forwarded through each stage of the review process from department chair to President of the College, whether approved or denied.

D. Non-Grievability

Except as provided for in Section A, paragraphs 1 and 2 of this Article, rank promotions shall be in the sole discretion of the

College. The denial of a discretionary promotion (to Associate Professor or Professor) will not be subject to a review under the grievance procedure herein provided.

ARTICLE XV

NON-RENEWAL, DISMISSAL, VOLUNTARY TERMINATION AND RETRENCHMENT

A. Non-Renewal

1. Except as provided in Section D-1 of this Article, probationary faculty in their first year of employment with the College, whose appointments are not renewed shall be so informed in writing by February 1 prior to the effective date of non-renewal, August 31. Probationary faculty in their second, third, fourth or fifth year of employment with the College whose appointments are not renewed shall be so informed, in writing, by December 1, prior to the effective date of non-renewal, August 31.

2. The non-renewal of probationary faculty is not subject to review under the grievance procedure herein provided; however, such faculty in the event of non-renewal at the end of their fourth or fifth probationary year shall, upon request, be provided with a written explanation of the decision of the College and shall, upon written request, be afforded a hearing before the Board of Trustees.

3. Faculty granted tenure appointments shall hold their respective positions during good behavior and competent and efficient service. Except as provided in Section

D-1 of this article, tenured faculty whose appointments are not renewed, shall be so informed in writing no less than fifteen (15) months prior to the effective date of non-renewal (August 31). The non-renewal of tenured faculty shall be subject to the grievance procedure herein provided; a grievance, if submitted may be initiated by said faculty at stage 2 of the grievance procedure. In the processing of a grievance for the non-renewal of a tenured faculty member, the burden of proof shall be on the College. At least five (5) days prior to the hearing at stage 2, the College shall provide reasonably detailed and formally written charges to the aggrieved party. The salary of a tenured faculty member affected by non-renewal shall continue until the effective date of non-renewal or until such time as the grievance procedure is abandoned by the faculty member or is concluded, whichever shall be the latter.

B. Dismissal (Termination Other Than Non-Renewal)

1. Dismissal of a probationary faculty member shall be on thirty (30) days notice or pay in lieu thereof. Dismissal of a temporary and/or adjunct faculty member shall be on five (5) days notice or pay in lieu thereof. Dismissal during the last (fifth) probationary year shall be subject to the grievance procedure herein provided.

2. Dismissal of a tenured faculty member shall also be on thirty (30) days advance notice or pay in lieu thereof. Such actions shall, however, be subject to review under the grievance procedure and a grievance may be initiated by a faculty member so affected at stage 2. The salary of a tenured faculty member affected by dismissal shall continue for the then existing contract year or until such time as the grievance procedure is abandoned by the faculty member or is exhausted, in which latter event it shall be subject to the arbitrator's award unless, in either event, the faculty member, the Association (if the representative of the faculty member in the grievance proceeding), and the College shall otherwise agree in writing.

C. Voluntary Termination

Any faculty member desiring to terminate his/her services at the College at any time shall file written notice thereof with the President at least thirty (30) days prior to the date of such termination of services.

D. Retrenchment

1. In cases where economic necessity or changes in academic programs necessitate a reduction in the number of tenured and probationary teaching faculty, the College will give those faculty members thus affected notice thereof as soon as possible but not later than April 1.
2. For the purpose of this Article, seniority shall be defined by the years of compensated service or as

otherwise provided in Article XVI Section G(2)(A). For all full time faculty who are members of the bargaining unit as of September 1, 1986, a year of service shall be defined by the years of compensated service at the College or as otherwise provided in Article XVI Section G(2)(A). For all full time faculty who become members of the bargaining unit subsequent to September 1, 1986, a year of service shall be determined by the sum total or combination of two (2) semesters of full time compensated service in the bargaining unit or as otherwise provided in Article XVI, G(2)(A). Full time bargaining unit members shall be credited for years of service in part time positions calculated on a pro rata basis by dividing the total number of contact hours by 32 for instructional faculty and by dividing the total number of hours worked by 1,323 for assistant librarians and educational assistants. A full time faculty member will receive no credit for part time service rendered prior to a break in service of more than one (1) year. All existing and former members of the bargaining unit who take or have heretofore taken a position at the College outside of the bargaining unit and later return to the bargaining unit will be given credit of one year of service for each year of service at the College outside the bargaining unit. Members of the bargaining unit who leave or return to the bargaining unit during the course of the school year, will

receive no more than, nor no less than, one year of service for each continuous year of service at the College.

3. Should the retrenchment of tenured or probationary faculty be necessary, all part-time adjunct faculty in the teaching area affected will be layed off first followed by the lay-off of all full-time temporary faculty in the teaching area affected, followed by the lay-off of all full-time probationary faculty in the teaching area affected followed by the lay off of tenured faculty members in the teaching area affected. Retrenchment of probationary or tenured faculty in the teaching area affected shall be made in inverse order of seniority provided a faculty member has the qualifications to teach the courses to be taught or the bargaining unit functions to be performed.

4. For the purpose of this Article, a faculty member will be deemed qualified if he/she meets the minimum educational and experiential requirements as defined in the most recently published and/or posted recruitment/vacancy announcement in the teaching area where the courses are to be taught or the bargaining unit functions to be performed, or if such an announcement is not available, the faculty member has the licensing, teaching experience and possesses the appropriate credentials and/or certification and/or, where applicable, practical vocational experience in the courses

to be taught or the bargaining unit functions to be performed.

5. Any faculty member who is retrenched shall have no displacement prerogatives outside the teaching area where the lay-off occurred.

6. In the event that the elimination of part time/adjunct, temporary, full time, probationary or tenured positions makes available a full load for either a probationary or tenured employee which requires the retained faculty member(s) to teach courses which are scheduled to end after 6:00 p.m., the faculty member will not be entitled to premium compensation.

7. If within two (2) years the position from which a tenured or probationary faculty member was retrenched is re-established or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched faculty in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched faculty member's recall entitlement hereunder.

8. Matters relating to the College's decision to retrench, fill, refill, establish and/or re-establish bargaining unit positions shall not be arbitrable hereunder. If grieved, the decision of the President, or designee shall be final and binding and shall constitute the exclusive remedy thereunder.

9. Unless the parties should subsequently otherwise mutually agree, for the purposes of this Article only and not otherwise, the teaching areas set forth in Addendum B constitute the list of teaching areas at the College.

10. Nothing in this Article shall be interpreted to grant relative seniority rights to part time/adjunct or full time temporary faculty members.

ARTICLE XVI

LEAVES

A. Sick Leave

1. Full-time Faculty

a. The College shall advance each faculty member, twelve (12) days of sick leave on September 1 of each year. Faculty members who receive an appointment after September 1, shall be advanced sick leave calculated on a pro-rata basis by multiplying twelve (12) days by the percentage of the school year remaining. Sick leave may be used in increments of one (1) day. A faculty member will notify his/her Department Chair as soon as possible of the need to use sick leave.

b. A faculty member may accrue up to one hundred sixty-five (165) days of sick leave. If during a faculty member's last year of employment he/she is prevented from receiving the full twelve (12) day credit for accumulated sick leave because of the

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one hundred sixty-five (165) day limit, the last year's uncredited number of sick leave days may be used to restore to accumulated sick leave any sick leave days used in the last year of employment.

c. After a faculty member has exhausted all sick and personal leave, his/her salary shall be suspended should his/her absence continue unless coverage of his/her classes is provided, on a volunteer basis, by a qualified member or members of the faculty and approved by the appropriate department chairperson.

d. Sick leave validation, including disability arising out of pregnancy, may be requested in the form of a physician's certificate.

2. Part-Time Faculty and/or Full-Time Faculty Teaching a Voluntary Overload Assignment

In the course of a given semester, part-time faculty (for the purpose hereof part-time faculty are persons temporarily appointed for the fall and/or spring semester having teaching loads of less than thirteen (13) semester contact hours) and full-time faculty on voluntary overloads, shall be entitled to one (1) such sick leave occurrence with pay in the course of a semester. A sick leave occurrence is an absence of any duration on any date on which an absent faculty member has a scheduled class meeting.

PAGES 42 and 43 were missing from the original document and are therefore not included in this reproduction.

a faculty member must have provided the office of the President irrevocable notice of retirement or termination, by April 1 preceding the fiscal year in which retirement or termination is to occur. Failure to provide such notice shall defer such payment until one (1) year form date of retirement or termination.

6. In the event a faculty member dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased faculty member, the dollar value of fifty percent (50%) of the deceased faculty member's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased faculty member; or the sum to which entitled (50% of the deceased faculty member's sick leave accruals) may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased faculty member's surviving dependents as provided in paragraph 3(b) hereof.

7. Faculty members shall annually receive a statement as to their sick leave accumulation.

B. Worker's Compensation Leave

Whenever faculty are absent from their duties as a result of on-the-job injuries covered by worker's compensation, they will be paid at the level of their salaries which would otherwise have been due but for said injury (less the amount of any worker's compensation award made for temporary disability due to said

injury) for the period of six (6) months from date of injury, and no part of such absence will be charged to leave to which they may otherwise be entitled.

C. Personal Leave

During each academic year, faculty shall be entitled to five (5) days of personal leave for urgent personal business which cannot be deferred without loss of pay. Faculty will make provisions for coverage of their classes unless relieved of the obligation to do so by their department chair and in emergency situations (e.g. death in immediate family, etc.). If possible, requests for such leave will be made in advance, in writing, and are to be directed to the faculty member's immediate supervisor. When faculty must be absent due to an emergency situation, they shall report their absence or their intended absence to their immediate supervisor or his/her designee at the first reasonable opportunity. Personal leave shall be taken in one-day increments.

D. Sabbatical Leave

Sabbatical Leaves of absence will be granted to tenured full-time faculty members (including department chairpersons) in accordance with the following provisions:

1. Faculty members become eligible for a sabbatical leave upon completion of six (6) years of full-time employment at Hudson Valley Community College. Applications for a sabbatical leave may be filed during the sixth (6th) year of employment and thereafter, to be effective, if granted, the following academic year. Faculty who have previously been granted a sabbatical leave

under these qualifications must complete a minimum of an additional six (6) years of full-time employment at Hudson Valley Community College from the date of return from their last sabbatical leave in order to be eligible for a subsequent sabbatical leave. Notwithstanding the above, in instances where the number of recommended applications for sabbatical leaves is less than the number of available leaves, the committee may, in its discretion, consider applications from prior sabbaticants who have complied with the provisions of paragraph 9 hereof.

2. Sabbatical leave may be granted for one semester at full salary, two semesters at half salary or two semesters at full salary. The salary so paid shall not be reduced by any grant or fellowship received by the applicant.

3. The total number of sabbatical leaves granted per college year shall be subject to budget limitations; however, there shall not be more than four (4) at full salary during each year of the Agreement.

4. Completed sabbatical leave application forms for leaves to be effective for one or both semesters in the upcoming academic year shall be submitted to the President of the College by 5:00 p.m. on the last faculty work day in the month of January.

5. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the

leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience (limited to one (1) semester) shall state the specific educational objective in direct relation to the applicant's field of endeavor. Should a sabbatical leave be granted, any subsequent change from that as stated in the application shall require written notification to, and approval by the President.

6. The sabbatical recipients and the terms of their leaves shall be determined by a committee composed of five (5) representatives of the tenured faculty, two (2) representatives of the department chairpersons and three (3) representatives of the administration. A department chair may not serve on the committee if a member of his/her department is an applicant; a faculty member may not serve on the committee if his/her department chair is an applicant. An applicant may not be a member of the committee. Committee determinations are subject to the approval of the President of the College and the Board of Trustees.

7. Sabbatical leave recipients remain employees of the College and their salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from

sabbatical leave the recipient will be restored to the position to which entitled (or a comparable position) at a salary equal to that he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical leave, less, however, the pro rata of all leave credits based on the duration of the sabbatical leave.

8. Upon return from sabbatical leave, the recipient will, within sixty (60) days, unless extended by the President, submit to the President a detailed report inclusive of appropriate records and data relative to such leave.

9. Following sabbatical leave the recipient is expected to return and complete two (2) years of service in the event of one (1) year's sabbatical leave; one (1) year's service in the event of one-half (1/2) year sabbatical leave. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the recipient to return and complete such service.

10. Before reviewing applications, the Sabbatical Leave Committee shall establish guidelines and criteria for its operations and publish the same. Within forty (40) faculty working days following the final submission date for sabbatical leave applications, the Committee

will communicate in writing to each applicant its determination of his/her application; an applicant not recommended for sabbatical leave shall be granted an opportunity to meet with the representatives of the Committee to review the Committee's determination on his/her application and the reasons therefor.

11. The determinations of the Sabbatical Leave Committee shall be grievable only as follows:

    a. The aggrieved shall have the burden of proof in all cases.

    b. The sole grounds for a grievance will be that the actions of the committee were arbitrary or capricious.

    c. Grievances will be submitted at the second stage within five (5) faculty working days following receipt of the Committee's determination.

E. Jury Duty and Court Appearances

1. Jury Duty - Any member of the faculty unit scheduled for jury duty shall be excused from class attendance and other duties for such jury service which conflicts with his/her professional responsibilities without loss of pay or charge to leave credits. All pending instances of jury duty shall be reported to the Department Chairperson immediately upon the receipt of notice thereof. The College may request documentation to substantiate a faculty member's actual jury service.

2. Court Appearances - As a party to an action or as a result of subpoena, any faculty member shall be excused from his/her class attendance and other duties for such court appearance(s) which conflicts with his/her professional responsibilities without loss of pay or charge to leave credits.

F. Association Leave

The President of the Association shall be entitled to five (5) days leave per year not chargeable against sick leave or personal leave for the purpose of conducting special Association business and attending meetings.

G. Leaves of Absence (Unpaid Leaves)

1. Unpaid leaves of one (1) or two (2) semesters may be granted to probationary members at the discretion of the College. In the instance of faculty members holding tenure, unpaid leaves of absence of one (1) or two (2) semesters will be granted upon advance application as described in paragraph 3 of this section of the agreement. Extensions of leaves shall be in the sole discretion of the College. Such leaves shall commence at the beginning of a semester. The total number of leaves available per College year for faculty members enjoying tenure shall not exceed three (3). Additional leaves may be granted at the discretion of the College. Where the purposes of the leaves are for advanced study, exchange teaching or other activity in each instance related to the faculty member's field or

professional duties or which otherwise benefit the College, or for the purpose of holding professional or political office, or seeking the latter, upon return from such leave, a faculty member shall be restored to the position which he/she held prior to his/her leave or a comparable position and shall receive a salary equal to that which he/she would have received had he/she taught at the College during such period, exclusive of promotion.

2. a. A tenured faculty member whose leave was for advanced study, exchange teaching or other activity in each instance related to the faculty member's field or professional duties or which otherwise benefit the College shall accumulate additional credit toward years of service to the College and sabbatical leave eligibility.

   b. A faculty member whose leave was for other purposes shall not accumulate additional credit toward tenure, years of service to the College, or sabbatical leave eligibility.

3. Applications for leave must be made in writing to the President of the College within twenty (20) faculty working days after the start of the semester preceding the semester for which the leave is being requested. The time limit may be waived by the College in the case of emergency or other mitigating circumstances.

H. Validation of Attendance

Faculty members shall be required to certify their attendance and record their absences on the forms provided by the College.

ARTICLE XVII

INSURANCE

A. Continuation of Current Benefits

1. For the term of this Agreement, the College will continue in effect all existing insurance programs set forth below at the benefit levels in effect as of September 1, 1986 for all full time bargaining unit members who qualify under such programs and who participate therein:

a) Blue Shield of Northeastern New York Par Plus, with major medical rider, a $3.00 co-pay prescription drug plan, rider and a major medical deductible of $100.00 per individual $300.00 per family per year;

b) Capital Area Community Health Plan ("CHP");

c) Long-Term Disability;

d) Dental Insurance Plan.

2. The College shall continue to provide to all full-time faculty a dental plan whose benefits are equivalent to the dental plan now in effect for employees of the County of Rensselaer. Should the level or scope of benefits provided under the county-wide plan be increased for county employees, the same increase(s) shall automatically be accorded to eligible bargaining unit members covered by this Agreement.

3. The College Shall continue to pay 100% of the cost of all individual insurance coverage for each full time faculty member. The cost of any premium increase(s) in the dependency

coverage portion of the health insurance program shall be borne equally by the College and the faculty member. If, however, the College effects a savings in the total cost of the health insurance program covering bargaining unit personnel, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of the dependency coverage as described herein.

4. Benefits for Spouses

Where both spouses are employees of the College, at the option of the couple, either two individual policies or one family policy may be elected with the College paying the entire monthly cost of either two individual policies or one family policy.

5. Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the College Health Insurance Program and may provide for his/her own health insurance. The Employer will place $20.00 in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect to resume coverage the first of the month following a minimum of three (3) business days' notice.

6. The parties agree to establish a task force consisting of the President of the College, or his designee, the President of the Association, or his designee, and two persons appointed by each party, to study and make recommendations to the College and the Association concerning the feasibility and implementation of

a comprehensive alcohol and substance abuse rehabilitation rider to existing health insurance plans. This task force shall complete its work and issue its recommendations to the College and the Association no later than September 1, 1987.

7. In the event of a change of health insurance carriers or the election by the College or County to self-insure any one or more of the coverages provided hereunder, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be equal to or better than the benefits provided by the coverage in effect at the time of such change.

ARTICLE XVIII

FACILITIES

A. College Obligation to Provide

The College agrees to provide all necessary facilities to meet the educational objective of the institution.

B. Unsafe Conditions

Faculty members will not be required to work under unsafe conditions or to engage in activities which endanger their health, safety, and well being.

C. Office Space

Within its capabilities, the College will provide faculty office space for each full-time faculty member sufficient to afford privacy necessary for study and the advisement of students. Additionally, the College will provide telephones for intra-campus usage and for the conduct of College business.

ARTICLE XIX

FACULTY ASSOCIATION BUSINESS

A. Transaction of Association Business

Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided the same does not interfere with instruction. The College shall make space available to the Association, upon request, on a space available basis.

B. Bulletin Boards

There will be a bulletin board in each College building at a location agreed upon by the parties hereto under the exclusive control of the Association.

C. Intra-School Mail

The Association may use the intra-school mail system for the dissemination of Association information to its membership.

D. Time at Faculty Meetings

The Association shall be allotted at least fifteen (15) minutes during each faculty meeting, after the opening remarks of the President of the College, to conduct its business.

E. Office for Association President

Subject to space limitations in the department of the President of the Association, every effort will be made to provide individual office space for the President of the Association during his/her term of office. Reassignment of faculty office space to accommodate the foregoing shall not be subject to the grievance procedure hereunder.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Line of Authority

1. Within thirty (30) days of ratification of this agreement and annually thereafter, the College shall provide the Association with eight (8) copies of 1) the organizational chart of the College's administration; and, 2) a detailed description of the duties, responsibilities and authority of the various administrators as they relate to the faculty member.

2. The Association will be provided with five (5) current copies of the Hudson Valley Community College Board of Trustees By-laws, as well as the following documents:

   a. Administrative Duties, Hudson Valley Community College;

   b. Most recent edition of Regulations for Community Colleges under the State University of New York.

B. Copies of Agreement

A copy of this Agreement shall be provided faculty members now or hereafter employed. A copy of this Agreement shall be incorporated, by reference, in the Faculty Handbook.

C. Physical Examinations

Physical examinations which may be required subsequent to employment shall be paid for by the College.

D. Course Auditing

With the exception of community interest courses, any instructor shall be privileged to audit any course on a non-matriculating

basis at Hudson Valley Community College without tuition costs to himself/herself, on a space available basis.

E. Secretarial Assistance

The College will make reasonable efforts to permit faculty members to avail themselves of clerical assistance for preparation of appropriate course materials.

F. Academic Attire

The College shall provide academic attire for functions in accordance with protocol.

G. Reprisals

There will be no reprisals of any kind taken against a faculty member by reason of his/her membership in the Association or participating in any of its activities.

H. To facilitate communications between the parties and to promote a climate conducive to constructive relations between the College and the Faculty Association, conferences between representatives of the College and the Faculty Association may be held at the request of either party to discuss matters of mutual concern. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. The agenda for each such conference shall be established by the President of the College or his representative and the President of the Faculty Association. No provision of this section shall in any manner be used to alter the terms of this agreement, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

I. Bargaining unit members who presently receive base salary or hourly rates which are greater than the applicable minimum base salaries and hourly rates set forth in this Agreement shall not have their base salary or hourly rate reduced.

J. a. Prior to employment, new faculty members shall be required to attend orientation/familiarization sessions to be scheduled within the week preceeding the first day of classes in the Fall semester or, as to new faculty members employed for the Spring semester, the Friday preceeding the first day of classes in the Spring semsester.

b. All faculty members shall be required to attend Department Division and all College-wide meetings scheduled within the first week of classes in the Fall and Spring semesters.

ARTICLE XXI

RE-NEGOTIATION

A. Exchange of Proposals

Should either party hereto wish to amend the provisions of this Agreement subsequent to its expiration date they shall present their proposals on or prior to December 1, 1988.

B. Negotiations

Should either party propose that changes be made in this agreement subsequent to its expiration, negotiations on such proposals shall commence no later than January 16, 1989.

C. Impasse

Should the parties fail to reach accord on a successor agreement by March 1, the negotiations shall automatically be considered to be at impasse and the parties shall request that the Public Employment Relations Board assign a mediator/fact-finder to

assist them in the negotiations process. Upon the designation of a mediator/fact-finder by the Public Employment Relations Board, a schedule shall be established so that, if required, the report of the mediator/fact-finder shall be issued on or about April 15.

D. Concentrated Negotiations

If either or both of the parties should reject the report of the mediator/fact-finder, in whole or in part, the parties shall enter into a period of concentrated negotiations with the intent of reaching accord on a successor agreement prior to graduation.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. Procedures

The grievance procedure will be as set forth in Addendum C hereto annexed and incorporated herein by this reference.

B. Continuation of Procedures

If, upon the expiration of this Agreement, a successor agreement has not been ratified, all provisions of the grievance procedure as set forth in Addendum C shall remain in full force and effect as the same relates to grievances initiated prior to or subsequent to the expiration date hereof until the ratification of a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in the manner following:

HUDSON VALLEY COMMUNITY COLLEGE

By_____
CHAIRMAN

BOARD OF TRUSTEES

By_____
PRESIDENT OF COLLEGE

DATE:

COUNTY OF RENSSELAER

By_____
DATE:

Approved as to Form:

_____
RENSSELAER COUNTY ATTORNEY

DATE:

HUDSON VALLEY COMMUNITY COLLEGE FACULTY ASSOCIATION

By_____

By_____

By_____

By_____

DATE:

ADDENDUM A

HUDSON VALLEY COMMUNITY COLLEGE
TROY, NEW YORK

198_ _____ Semester Course Preference Form

This form is to be completed by each full-time faculty member and returned to his/her department chair.

PART I COURSE PREFERENCES(S)

A. Listed below are the course(s) that I prefer to teach during the _____ semester; by check ( ) I have noted the course or courses I would like to teach on a voluntary overload basis if such assignments are available.

COURSE NUMBER	Section Number	Schedule Day/Time	VOLUNTARY OVERLOAD ASSIGNMENT ( )

B. Meeting with Department Chairperson (check one)

__ I wish to have a meeting with my department chair to discuss my (Spring, Fall) semester course preference(s).

__ I do not wish to meet with my department chair to discuss my (Spring, Fall) semester course preference(s).

PART II COURSE SCHEDULE PREFERENCE

My preference(s) and the reasons therefor in regard to the meeting days and/or times for the courses to which I will be assigned during the _____ semester are as follows:

_____

_____

_____

_____

_____ _____
Date Faculty Member

ADDENDUM B

TEACHING AREAS

Business Division

1. Accounting/Business Administration/ Banking/Insurance/Real Estate/Marketing
2. Data Processing
3. Food Administration
4. General Secretarial Science/Word Processing
5. Criminal Justice/Security Administration
6. Civil and Public Service

Engineering & Technologies

1. Air Conditioning/Refrigeration Mechanics
2. Automotive
3. Civil & Construction Technologies
4. Electrical Technology
5. Industrial Technology/Mechanical Technology
6. Electrical Construction Maintenance
7. Machining Processes

Health Sciences

1. Biology/Medical Laboratory Technology
2. Dental Assisting
3. Dental Hygiene
4. Inhalation Therapy
5. Mortuary Science
6. Nursing
7. Radiologic Technology

Liberal Arts

1. Chemistry
2. English
3. Foreign Language
4. Math/Engineering Science
5. Individual Studies
6. Physics
7. Physical Education and Recreation Leadership
8. History
9. Art
10. Music
11. Economics
12. Sociology/Psychology
13. Anthropology
14. Early Childhood
15. Human Services
16. Geography
17. Philosophy
18. Political Science

Other

1. Assistant Librarians - Reader Services (Circulation, References, Inter-Library Loans, Periodicals, Collection Development)
2. Assistant Librarians - Technical Services (Catalog Acquisitions)
3. Educational Assistants

ADDENDUM C

GRIEVANCE PROCEDURE

1. A grievance is a claim by any party hereto, a faculty member or group of faculty in the negotiating unit, based upon the interpretation or application of this Agreement.
2. All grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, and the redress sought by the aggrieved party.
3. Except for informal decisions at stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party, the parties hereto, and, if any, all parties in interest (any person or party named in the grievance who is not the aggrieved party).
4. A grievance having department-wide or broader implications may be submitted by the Association directly at stage 2 described below.
5. The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

6. All parties agree to facilitate any investigation which may be required and to make available, upon request of any party hereto and/or any aggrieved party, any and all material and relevant documents, communications and records concerning alleged grievances.

7. Except at stage 1 of the grievance procedure, any party hereto, an aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of the official minutes of the proceedings made at each and every stage of this grievance procedure.

8. The filing of grievances, serving notices, taking appeals, making reports and recommendations will be accomplished on the forms jointly developed for this purpose. The College shall have these forms duplicated and distributed to the President of the Association.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at stage 1(A), the Association shall be promptly informed of the details of such adjustment. Any

grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

11. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice, provided, however, that any grievance finally determined without participation of the Association, while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding either of the parties to this Agreement in future proceedings.

12. The Association shall be entitled to at least five (5) working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Association and, if so, advised to participate therein.

13. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the Association may, in its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.

14. Any and all notices which the grievance procedure requires to be given to the Board of Trustees, College or representative thereof, may be delivered to the President of Hudson Valley Community College, or, in his/her absence, to the person then in charge of his/her office.

15. The time limits specified herein may not be extended except

by mutual agreement.

16. Grievances must be initiated at the first available stage within thirty (30) faculty working days of the occurrence of the event giving rise thereto, or of the date the grievant should reasonably have had knowledge thereof.

17. If a decision at one stage is not appealed to the next stage of the procedure within the basic time specified, the grievance shall be deemed to be dismissed. Questions relating to compliance with time limitations or appeals shall not be arbitrable.

18. Failure at any stage of the grievance procedures to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within five (5) faculty working days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.

19. In the event a grievance is filed on or after April 1st, upon the request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced pro rata by mutual consent of all parties involved so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

20. Stages of Grievance Procedure:

A. Stage 1: Supervisor - Informal

1. A faculty member having a grievance will discuss it with his/her appropriate supervisor, either personally and/or by a representative, with the objective of resolving the matter informally.

2. If the grievance is not resolved informally within five (5) faculty working days of submission, it shall, within seven (7) faculty working days of submission, be reduced to writing and presented to the appropriate supervisor. Within two (2) faculty working days after the written grievance is presented to him/her, the appropriate supervisor shall render a decision thereon, in writing.

B. Stage 2: President

1. If any aggrieved party is not satisfied with the written decision at the conclusion of stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall, within five (5) working days of receipt of decision at stage 1, file a written appeal of the decision at stage 1 with the President. Copies of the written decision at stage 1 shall be submitted with the appeal.

2. Within two (2) faculty working days after receipt of the appeal, the President or his/her duly authorized representative, shall schedule a

pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.

3. If the grievance is not resolved as a result of the pre-hearing conference the President or his/her representative shall commence a hearing on the matter within ten (10) faculty working days of the date of the pre-hearing conference. The President shall render a decision within five (5) faculty working days after the conclusion of the hearing.

C. Stage 3: Binding Arbitration

1. If the Association is not satisfied with the decision at the conclusion of stage 2, the Association may submit the matter to arbitration by written submission to the American Arbitration Association, with copy to the President, within five (5) faculty working days of receipt of the decision at stage 2. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.

2. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasons and conclusions on the issues.

3. The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the Association and the College.

CONTRACT

between
THE FACULTY ASSOCIATION
of
JAMESTOWN COMMUNITY COLLEGE
and
THE BOARD OF TRUSTEES
of
JAMESTOWN COMMUNITY COLLEGE

September 1, 1986-August 31, 1988

JCC
525 Falconer Street Jamestown, New York 14701
Jamestown Community College

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JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

September 1, 1986 to August 31, 1988

Contract Between the Faculty Association of Jamestown Community College and the Board of Trustees of Jamestown Community College

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PREAMBLE

The objectives of Jamestown Community College are clearly stated in the catalog. Our interest, curriculum and efforts are directed to the optimum development of our students. Highest priority is given to effective teaching in the classroom and laboratory with the supporting services of counseling by faculty and by specialized counsellors. The desired outcomes are the highest intellectual, personal, social and occupational qualities of each student. Next in priority is the outreach and service to the College community, the industrial community, the business community, and to those individuals in the Jamestown area who wish to benefit from offerings of the College. To these ends our faculty, administration and trustees are dedicated and organized. The elements of this Agreement will reflect our attempt to provide full opportunity to all our citizens in a setting of professional and fiscal responsibility.

ARTICLE I - RECOGNITION

A. The term 'Association' will hereafter refer to the Faculty Association of Jamestown Community College, and the term 'Board' shall hereinafter refer to the Board of Trustees of Jamestown Community College.

B. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all professional College personnel under contract on a full-time or part-time basis, on leave, on a per diem basis, employed by the Board, excluding the Presidents, Vice-Presidents, Deans, and all other non-academic managerial staff.

C. The Board agrees not to negotiate with any faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

D. The Negotiating Teams will meet at times and places mutually agreed upon.

E. The term 'faculty', when used in this Agreement, shall refer to all academic ranks and shall include all professional employees as above defined and shall include teachers, librarians, counselors, coordinators, and division chairpersons.

ARTICLE II - ASSOCIATION AND INSTRUCTORS RIGHTS

A. Taylor Law

Pursuant to the New York Public Employees' Fair Employment Act (Taylor Law), the Board hereby

agrees that all faculty as defined in 'E' above shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member of any rights conferred by the Act, and not discriminate with respect to hours, wages, or any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or by his/her institution of any grievance, complaint or proceedings under this Agreement.

B. Faculty Rights

Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

C. Use of Space

The Association and its representatives shall have the right to use appropriate space for its business meetings without charge.

D. Transacting Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

E. Use of Machines/Equipment

The Association shall have the right to use College office machines and equipment at times when such equipment is not in use. The Association shall pay for the cost of all materials, supplies, and secretarial assistance incident to such use.

F. Postings

The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards or in lounges and departments. The Association may use the campus mail service and instructor mail boxes for communication to faculty.

G. Information

The Board agrees to furnish the Association, in response to reasonable requests from time to time, all available information concerning the professional staffing and financial resources of the College, including, but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of open Board meetings, treasurer's reports, census and membership data, names and addresses and position on salary schedule of all professional personnel, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the faculty and students, together with information which may be necessary for the Association to process any grievances or complaint. In the interest of maintaining communications among faculty and Administration the minutes of all Board and College Council meetings shall be mailed to the President of the Association.

H. Advisement/Meetings

The Board shall advise the Association, through the Association negotiating team, on any major fis-

cal item, construction programs, or revisions of educational policy, which are proposed or under consideration and the Association, through its negotiating team, shall be given opportunity to advise the Administration, through its negotiating team, with respect to said matters prior to their adoption and/or general publication. To establish and to maintain orderly execution of this Agreement, the President of the College and the Chief Negotiator of the Administration shall meet with the Association Negotiation Team and the President of the Association twice each semester during the months of August through May of each year at regularly scheduled times to fulfill the intentions of this and all other related sections of the Agreement. These meetings may be cancelled with the mutual agreement of the parties. Additional or special meetings may be scheduled with the mutual agreement of the parties.

I. Academic Freedom

The parties of this Agreement subscribe to the principle of Academic Freedom as set down by the American Association of University Professors and as adopted by the faculty and the Board. It is as follows:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes certain obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should at all times show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

J. Personnel Files

Individual personnel files shall be open to the individual faculty member upon his/her request, except employment credentials and recommendations.

K. Previous Policies

This Agreement shall supersede all previous Board policies on these matters herein contained.

L. Selection of Administrative Officers

Prior to the selection of a college president, the college deans, or any other full-time academic/administrative officer, the Association shall be advised of such intent, and shall form a committee whose function it shall be to participate in the selection of such personnel.

M. HRPST Committee

A standing committee, consisting of the President of the College, Dean of Administration, the Dean of Academic and Student Affairs, Cattaraugus County campus Dean, the Associate Dean of Academic and Student Affairs, and five (5) elected representatives of the Association (one from Cattaraugus County campus), shall be convened each college year by the President of the College. Terms of office for the five (5) elected representatives of the Association shall run for a period of two (2) years, starting in September, or until the new representatives have been elected. Division chairpersons are encouraged to attend committee meetings and shall vote only on matters involving each chairperson's respective faculty. This Committee shall be referred to in this Agreement as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement, and Tenure). The HRPST Committee shall perform the following functions:

1. Shall make all recommendations concerning hiring, retention, salary placement or merit increments (subject to GUIDELINES FOR FACULTY PROMOTION AND HIRING Appendix I of this Agreement), promotion and tenure of faculty members, and forward to the Office of the President.

2. Be responsible for the formulation of criteria used in the evaluation of faculty members including division chairpersons. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the College as outlined in Appendix IV & V of this Agreement. A summary of the minutes including actions of each HRPST Committee meeting shall be mailed to the President of the Association, the Chairman of the Grievance Committee, and the Chief Negotiator within two (2) weeks of each meeting.

N. Continuation of Contractual Benefits

Any contractual benefit previously enjoyed by the Association shall not be discontinued unless specifically excluded or modified by a subsequent agreement.

ARTICLE III - RIGHTS OF THE BOARD AND ADMINISTRATION

The Association recognizes that the Board and Administration have the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the College to the full extent authorized by law. The Board and Administration retain these rights unless limited by the terms and provisions of this Agreement.

ARTICLE IV - DEDUCTIONS AND PROFESSIONAL DUES

The Board agrees to deduct, upon authorization by individual faculty members and the Association, dues and assignments of the Association. Such authorization shall continue in effect until revoked in writing by a faculty member. Such fees and assignments shall be forwarded to the Association Treasurer along with a list of all faculty members from whom deductions have been made and the amount deducted from each no later than ten (10) days after the end of the month in which the deductions are made.

The Association agrees to indemnify and hold harmless the College, its officers and employees, from any causes of action, claim, loss or damages incurred as a result of any clerical errors in providing this service. In such cases, timely and mutually satisfactory corrections shall be made.

ARTICLE V - CONDITIONS OF EMPLOYMENT

A. Hiring and Retention

Decisions on hiring full-time

faculty shall be made by the Administration after the recommendation of the HRPST Committee who shall act upon the recommendation of the division chairperson and shall be responsible for ensuring equity within the salary structure of the College.

B. Career Options

The following career options shall be available to full-time faculty members beginning in the 1985-86 academic year. Unless otherwise stated, applications for these options shall be submitted by January 15 and notification shall be given by February 28th. Approval of requests shall be contingent on an assessment of the impact on the program and a demonstration of significant cost savings to the College. Each proposal must be approved by the appropriate division chairperson, the appropriate dean, and the president.

1. Half-time Teaching Before Retirement

Any faculty member with fifteen (15) years of seniority or more may decide to work on a half-time basis (15 credit or 16 contact hours per year) for one-half of his/her base salary plus full fringe benefits. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. For each year of this arrangement, a year of seniority and time towards sabbatical leave shall accrue. Contracts shall be issued for one, two, or three years, but the arrangement will be reviewed every three (3) years. Under this arrangement, a faculty member must accept the early retirement incentive upon reaching twenty (20) years of seniority. The faculty member may return to full-time status prior to qualifying for early retirement upon notification by February 1 for the following fall term. The early retirement incentive as outlined in Article XV is available under this option.

2. Half-time Teaching After Retirement

A faculty member who is eligible for the early retirement incentive may retire and request to instruct up to half-time (15 credit or 16 contact hours per year) at a prorated salary based upon his/her base salary at the time of retirement. During this period, the faculty member will receive prorated salary increments. Continued involvement in collegiate governance and student advisement is expected. Contracts will be issued for one, two, or three years, but continuation of the arrangement will be reviewed every three (3) years.

3. Faculty Load Distribution

Any faculty member may request to distribute his/her academic year load over, at most, two summers and one or two regular semesters; i.e., one or two regular semesters and the two summers adjoining that regular academic year. If approved, a contract will be issued indicating the load for each semester/session. At the end of the contracts, if there is a difference between the actual number of hours taught and 30 credit or 32 contact hours, the College may assign hours equivalent to the difference during the succeeding year at no additional pay.

4. Reduced Load Option

For any semester or year, a faculty member may request a reduced teaching load at a prorated salary plus salary increments and full fringe benefits. Continued involvement with collegial governance and student advisement is expected. During this period, seniority and time towards sabbatical leave will accrue. The request must be subitted at least three (3) months prior to the beginning of the semester in which the leave will be

taken.

5. Additional Year-Long Sabbaticals, 1986-88

For 1986-88 only, the cap on the number and the time eligibility for year-long sabbaticals at one-half pay will be removed. Taking such a sabbatical will not affect the eligibility of a faculty member for future sabbaticals. The approval process will be consistent with Article XIV of the Agreement which covers sabbatical leaves. In developing proposals, faculty members are encouraged to consider the following suggestions:

a. divisional curricular design and/or redesign through extensive research.

b. assessing the relevancy of the existing curriculum.

c. improving high school connections.

d. development of special programs and recruitment of unique groups.

e. developing programs for local business and industry.

f. education to attain competency in other disciplines.

This is only a suggested list of possibilities and a faculty member may supplement it with his/her own ideas.

6. Faculty Transfers

Although the number of position openings at either campus is limited each year, upon mutual agreement of a faculty member, the appropriate division chairpersons, the appropriate deans, and the president, a faculty member may be transferred to another campus if a position is open. Consideration will be given to these requests prior to searching and screening external candidates.

7. Career Change Incentive

A faculty member with fifteen (15) or more years of seniority who is under the age of fifty may request to take a one (1)-year leave with half pay and fringe benefits followed by the early retirement incentive. The College will have no obligation to continue employment after the paid leave has been completed.

8. Internal Reassignments

Faculty members may request to be reassigned or given released time to perform administrative duties for a period not to exceed two (2) years if an administrative position is open. The faculty member will return to regular faculty duties at the end of the period. Seniority and faculty salary increments under this arrangement would continue to accrue.

C. Approved Travel Expense of Candidates

The Board shall authorize reimbursement for approved travel expenses of prospective candidates for faculty position interviews at the College.

D. Faculty Salaries

The report of the HRPST Committee including the salary of all current full-time faculty together with criteria for each academic rank shall be an Appendix and attached to the two original contracts, one copy held by the secretary of the Association and the other by the Administration.

E. Faculty Loads and Overloads

1. Full-time faculty load shall consist of 12-15 credit hours, or 13-16 lab hours for each semester. No overload shall be permitted without the written approval of the Administration and faculty member involved. No overload pay may be

assigned until 15 credit, or 16 lab hours are exceeded. Normally such overloads shall not exceed one course. Overloads shall be compensated at the rate of 1/45 of the average salary per credit hour of the current year based upon the base contracts issued and returned by August 1, rounded off to the nearest $10. In case of an overload involving both laboratory and credit hours, the overload shall be considered as a credit hour overload. Payment shall be made in the regular check over the instructional period. It is expressly understood and agreed that overloads shall be undertaken only under exceptional circumstances, and in the case of a division chairperson, accepted only if serious impairment of student educational opportunities would result from strict adherence to a no overload policy.

F. Banking Hours

To encourage faculty development and to enhance existing leave policies, overload hours and summer school hours, at the option of the faculty member, may be accrued with no remunerations. Such hours beyond the yearly contract may accumulate to a total of 15 credit hours or 16 lab/studio hours. When this number of hours is reached, the faculty member may elect not to teach/work for one semester in a following academic year. During this semester, the accumulated hours (15 credit or 16 lab/studio hours) shall be paid at the prevailing overload rate during the semester leave and fringe benefits and seniority shall continue. The Administration may request a faculty member to delay the earned semester leave up to one (1) academic year. If for any reason a faculty member discontinues employment at the College, any uncompensated hours shall be paid at the prevailing overload rate for the last year of service.

G. Regular Course Preparation and Special Courses

1. Regular Courses: In some programs and subject matter areas, the number of preparations assigned to an instructor per semester may vary according to the needs which may require an instructor to have more than two preparations. Two preparations per semester, however, continues to be the objective toward which those having the responsibility of scheduling and planning should strive.

2 Special Courses: The teaching of credit or non-credit courses, mini-courses, modular courses, or other special courses may be a part of his/her regular teaching load if he/she is teaching below the 15 credit or 16 lab hour limit, provided they are within the instructor's area of competence.

H. Class Size

In order to achieve maximum teaching effectiveness, permit experimentation and develop student potential, the exact class size is not set forth in the main body of this Agreement. Since the size may well vary with the subject area and individual instructor preference, the class size in each discipline will be discussed by the faculty member involved, the division chairperson/coordinator, and the Administration. The final determination on class size shall rest with the Administration, compatible with the concept of small class size, not to exceed thirty-five (35) in most cases, for the life of this Agreement. The average student/faculty ratio for the College shall be planned to be no less than 18.5/1.

I. Part-Time Faculty

Part-time Faculty shall normally serve no more than one quarter of the full-time faculty load. They shall not be employed where there are sufficient course demands to

justify the employment of a full-time instructor, except that such appointments may be made on a one-semester basis where appropriate full-time personnel are not available. The starting salary for part-time faculty shall be according to the following schedule:

1. Salary

The salary for part-time faculty shall be according to the following range:

$180 - overload rate/credit hour

2. Tuition Waiver

a. A part-time faculty member shall earn a number of credit hours equivalent to the credit hours which he/she teaches in a fiscal year. These credit hours may be taken in course work at no charge by the faculty member or his/her dependents if taken within three (3) years from the time the credits are earned.

b. A part-time faculty member in the adult education occupational program at BOCES who teaches a 30 hour state-aidable course shall receive a tuition waiver for themselves or their dependents equivalent to one (1) credit hour.

3. Placement at a Salary Level

Part-time faculty new to the College shall be placed at a salary level within the salary range stated above at the discretion of the division chairperson, the Director of Continuing Education and the Dean of Academic and Student Affairs. In placing the new part-time instructor at a level, the following criteria shall be used:

a. The instructor's educational background.

b. The instructor's experience in teaching and in work related to his/her teaching area.

c. The instructor's promise for successful performance in teaching.

d. Such other relevant factors as deemed important by those placing him/her at a level.

4. Advancement in Salary

Part-time faculty shall be advanced in salary based on the degree to which the College's expectations of them have been fulfilled. Primary in importance shall be the teaching effectiveness of the instructor and his/her willingness and ability to work individually with his/her students when necessary. Also, the instructor's performance in fulfilling other expectations such as assistance in student registration, meeting his/her classes for the scheduled length of time, attendance at workshops and meetings for part-time instructors, and the contributions which the instructor makes voluntarily shall be taken into consideration.

J. Summer Faculty Assignments

Compensation for a full-time faculty member for summer teaching shall be computed at 1/45 of the average faculty salary per calculated credit hour. The average faculty salary shall be based on the base contracts issued and returned by August 1 for the ensuing academic year.

K. Academic Year and Calendar

The normal work period for members of the faculty shall be as indicated on the academic calendar. The academic calendar year shall be developed cooperatively by the negotiation teams and become an Appendix to this Agreement. Such calendar or educational program(s) shall contain the proper number of days (hours) required to effectively orient, register, instruct, evaluate and graduate students and be subject to regulations prescribed by S.U.N.Y. and the Department of Higher Edu-

cation of the State of New York. Faculty members shall be available as necessary to implement such educational program(s); variations can be mutally agreed upon between the faculty member and the division chairpersons, and/or the appropriate administrator.

L. Professional Faculty Responsibility

All professional staff shall be considered individually responsible for those areas which are not specifically spelled out in this Agreement, but which have an obvious relationship to the position he/she is contracted for and which are considered just and reasonable by both the division chairperson and the Dean of Academic and Student Affairs. Such items may include the completion of requested reports, return of papers to students, or the discharge of some assigned academic responsibility, which may also include an evening section. Faculty shall maintain at least ten (10) hours per week for consultation with students.

M. Advisement

Each student at the College is assigned a faculty advisor to aid the student in attaining his academic goals. The Counseling and Career Development Center administers various psychological tests as requested by students for the purpose of greater self-understanding. The Human Development Educational Services Division will also provide those services outside the classroom that provide a meaningful experience between faculty and students.

N. Registration

The planning and implementation of registration for new and returning students shall be the responsibility of the College registrar. He/she shall solicit and receive recommendations from the faculty and Administration in order to maintain adequate records, record academic experiences, and best serve the needs of students and the College. Each faculty member in fulfillment of his teaching responsibilities shall perform the professional duties of a college teacher which include: participation in the registration process, maintaining precise student academic records, making timely submission of student grades, preparing and filing course outlines, advising and/or consulting with the Counseling and Career Development Center concerning students academically deficient and in need of counseling.

O. Sponsoring of Student Activities

The College encourages the development of various special interest clubs, social functions, and organizations. It is the policy of the College that no official activity of the student body may operate without a faculty advisor. The participation of faculty members who assist students in these endeavors shall be on a voluntary basis.

P. Branch Campus or Extension Assignments

When a full-time faculty member agrees to split-site teaching assignments, the College will either provide transportation via college car, or reimburse the faculty member at the mileage rate in Article XII, Section L of this Agreement, for miles traveled above and beyond those usually required to get to and from work. The College will provide a meal allowance of $100 per semester for these faculty members and will prorate for summer terms.

ARTICLE VI - APPOINTMENT AND TENURE POLICIES

A. Appointments

1. After the expiration of a probationary period, faculty members

shall have permanent or continuous appointment (tenure), and their service shall be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

2. It is understood that the following represent acceptable academic practices. Appointments shall be made 'term' or 'continuing'. Term appointments shall be made for a specified period of time. Renewal of term contracts for faculty members during the probationary period shall be subject solely to the recommendation of the HRPST committee and the final decision of the president of the College. Term appointments shall normally be tenure line except in the cases of replacements for leaves, resignations after the contract return date, unexpected enrollment staffing needs, and externally funded positions. After the expiration of a probationary period, faculty members shall have permanent or continuous appointment (tenure), and their service shall be terminated only for adequate cause, except in the case of retirement for age, or extraordinary circumstances because of financial exigencies.

B. Terms and Conditions of Appointments

The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the College and the candidate before the appointment is consummated. These terms shall include the following where they apply: nature of the appointment, academic rank, salary, assignment to a division, the total number of years accumulated toward tenure and how much, if any, prior service the College will recognize.

C. Probationary Period

1. Beginning with the appointment to the rank of full-time instructor, or a higher rank, the probationary period shall not exceed four (4) years. Prior service in the other accredited collegiate institutions may be included in probationary period or a faculty member may receive a continuing contract as a condition of his appointment with the approval of the HRPST Committee.

2. During the probationary period, a faculty member shall have the academic freedom that all other members of the faculty have.

D. Notice of Non-Reappointment

Notice of non-reappointment, or of intention not to recommend reappointment to the Board, shall be given not later than March 31st in the case of an appointment expiring at the first year. During the second, third and fourth year of service, such notice shall be given the last day of February.

E. Termination - Adequate Cause

Termination for adequate cause of a continuous appointment or the dismissal for adequate cause of a faculty member previous to the expiration of a term appointment shall be in accordance with Article VII of this Agreement.

F. Termination - Financial Exigency

1. Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide, in consultation with the Association negotiating team, to include: changes in the educational programs and services, lack of financial support or significant decreases in student enrollment over a period of time as indicated in the following notification schedule. The Administration shall assume relationship between student enrollments and the number of College employees.

2. If it appears that a tenured position must be retrenched, the tenured faculty member will be notified November 15 that it appears a contract will not be issued on February 28. Failure to notify a tenured faculty member by November 15 will result in a contract being issued on February 28 for the next academic year.

3. The College shall make every effort to re-employ within the institution in some other position for which they are qualified those persons whose services have been terminated.

G. Issuance of Contract Letters

The last date for issuance for annual contract letters shall be no later than the last day of February, and the contracts shall be signed and returned no later than two (2) weeks from the date of issuance.

H. Replacements and Externally Funded Positions

Sections D and G of this Article do not apply to replacements and externally funded positions. Appointments to these positions will be subject to funding and staffing needs. If a permanent position becomes available, it is understood that appointments will be subject to affirmative action requirements. If appointed to a permanent position, prior service at the College will be counted toward tenure and seniority, with HRPST review of salary.

I. Seniority

The number of full-time years of service with the faculty rank of instructor or above, beginning with the effective date of the initial contract for a tenure-line position, determines seniority at the College. Seniority acquired prior to 1984-85 by faculty in non-tenure-line positions will be maintained. Effective with the 1984-85 academic year, seniority will not accrue for any faculty member in a non-tenure-line position. Seniority shall cease at the time of resignation from the College. In cases of retrenchment, seniority shall be used to establish the order of retrenchment. Seniority shall be applied in areas of demonstrated competence. When faculty are being considered for full-time assignment to new areas of teaching, the following definitions and procedures shall prevail:

1. Faculty with years of service who begin teaching in new areas will continue to accrue seniority at the College.

2. Faculty can be assigned full-time to new areas of teaching competency only by HRPST Committee action. In making a decision, HRPST will consider the recommendation of the division, the needs of the College, and the needs of the individual.

3. Faculty need not establish competency for courses already taught. They may use prior study, leaves of absence, sabbaticals, faculty development work, and appropriate experience to determine new areas of competency.

4. In cases of retrenchment, seniority shall be used to determine the order of retrenchment at the campus suffering the financial exigency. The Jamestown campus and the Cattaraugus County campus shall each have separate seniority lists. If it becomes necessary to transfer faculty members from one campus to the other, they shall carry their seniority with them. However, no faculty retrenched from either campus shall oust full-time, continuing-contract faculty from the other.

The above provisions are meant to apply to 'non-teaching' faculty members of the Association, as well as to 'teaching' faculty.

ARTICLE VII - STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DIS-

MISSAL PROCEEDINGS

The following statement on Procedural Standards in Faculty Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the 'academic due process' that should be observed in dismissal proceedings.

Procedural Recommendations

A. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When a reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers shall discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, an ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations shall informally inquire into the situation, to effect an adjustment, if possible, and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President of the institution, even after considering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated by the President and the faculty committee. If there is disagreement, the President or his representative shall formulate the statement.

B. Commencement of Formal Proceedings

The formal proceedings shall be commenced by a written communication addressed to the faculty member by the President, informing the faculty member of the statement formulated, and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his/her defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded him/her. The faculty member shall state in reply whether he/she wishes a hearing and, if so, shall answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

C. Hearing Committee

The Committee of faculty members to conduct the hearing and reach a decision shall be an elected committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the faculty member has been sent. The choice of members of the hearing committee shall be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee shall elect its own chairperson.

D. Committee Proceedings

1. The committee shall proceed by considering the statement of grounds for dismissal already for-

mulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether he/she should be removed; otherwise, the hearing shall go forward. The committee, in consultation with the President and the faculty member, should exercise its judgement as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

2. The President shall have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case, but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

3. The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional rights set forth in the 1940 Statement of Principles of Academic Freedom and Tenure, and shall have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his/her counsel and the representative designated by the President shall have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his/her statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

E. Consideration by Hearing Committee

The committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his/her counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, when it feels that a just decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the President's office.

F. Consideration by the Board of Trustees

The President shall transmit to the Board the full report of the hearing committee, stating its action. On the assumption that the Board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the Board chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall

either be sustained or the proceedings be returned to the committee with objections specified in writing. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the governing body make a final decision overruling the committee.

G. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

ARTICLE VIII - GRIEVANCE PROCEDURES

Preface

It is specifically understood and agreed that a grievance shall be clearly identified as such by the faculty member and understood to be such by the administrator with whom the first step of the procedure takes place.

This grievance procedure shall in no way interrupt or interfere with regular discussions of problems or situations which normally take place between a faculty member and an administrator. It is recognized that during such informal discussion relating to fact the problem may be resolved, and a grievance, even in the informal first-step, will normally occur only when and if such discussion fails to resolve the problems. However, a faculty member may, if he/she wishes, file a grievance at once provided he/she clearly identifies it as such.

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board, the President, the Administration, and the faculty of the College is essential to the operation of the College, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any claimed violation, misinterpretation, misapplication or inequitable application of the following: a) laws, b) rules or regulations having the force of law, c) this Agreement, and d) policies, rules, by-laws and regulations of the Board and/or President.

2. The term 'supervisor' shall mean any division chairperson, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

3. The Chief Executive Officer is the President of the College.

4. 'Association' shall mean Jamestown Community College Faculty Association.

5. 'Aggrieved party' shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

6. 'Party in interest' shall mean the Association and any party named in a grievance who is not the aggrieved party.

7. 'Grievance Committee' is the committee created and constituted by the Association.

8. 'Hearing officer' shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures

1. All grievances shall be in writing, and shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the faculty member and the Association.

3. The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all parties in interest a reasonable opportunity to attend, and parties in interest who are present during working hours shall be excused from duty without loss of pay. Every effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. The Board agrees that it, the Trustees, the President and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records relating to the grievant concerning the alleged grievance.

5. Except as otherwise provided in Sections E-1a and 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

6. No interference, coercion, restrain, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the Chief Executive Officer and/or by any other member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

7. Forms for filing grievances shall be developed by the Association and the Administration and shall be filed with the Chief Executive Officer of the College, the Association Executive Committee, and the Association Grievance Committee. Such forms shall remain in effect until the Association and the Administration jointly agree to change the forms. The development of said forms shall not delay any grievance. After agreement upon the forms, the Board and the Administration shall have them printed and distributed to the aforementioned parties, and, upon request, to members of the faculty, to facilitate operation of the grievance procedure.

8. All documents, communica-

tions and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

9. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of the contract agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

10. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision in the proceeding. Said papers will be served upon the Grievance Committee of the Association within a reasonable time after the rendering of the decision by such hearing officer. The Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

11. The Association's Grievance Committee shall be entitled to at least two (2) working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if so requested by the grievant during the hearings on such grievances even though it does not represent the aggrieved party.

12. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further that Stage 4 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

13. Any and all notices which this Grievance Procedure requires to be given to the Board, Chief Executive Officer or administrators may be delivered to the Chief Executive Officer of the College or, in his absence, to the person then in charge of his office.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expediate the process. The time limits specified for either party may be extended by mutual agreement.

2. Grievances will be initiated at the first available stage within forty (40) working days after the faculty member actually knows of the act or condition on which the grievance is based.

3. If a decision at one is not

appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

E. Stages of Grievance Procedure

Stage 1: Supervisor - Informal

a. A faculty member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

Supervisor - Written Decision

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within the five (5) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, tender a decision thereon, in writing, and present it to the faculty member, his/her representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within (10) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative, and all other parties in interest of said date. Hearings will be commenced within ten (10) days after issuance of the notice of the meeting date by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee and its representatives within five (5) working days after the conclusion of the hearing.

Stage 3: Board of Trustees

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under his/her grievance procedure, such aggrieved party and his/her

representative shall, within ten (10) working days, file a written notice of appeal of the decision at Stage 2 with the Board. Copies of all earlier written decisions shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Board shall set a date for a hearing and notify the aggrieved party and the Grievance Committee and all other parties in interest of said date. Hearings on said grievance shall be held within ten (10) days of the issuance of said notice either by the Board or a duly authorized committee consisting of not less than one-half the members thereof. The Board and/or its committee shall render a decision in writing to the aggrieved party and the Grievance Committee within five (5) working days after the conclusion of the hearing.

Stage 4: Binding Arbitration

a. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 3, or the Grievance Committee determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 3.

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

c. The Chief Executive Officer and the Association will also exchange a list of persons who will be present at the arbitration hearing, specifying who will be presenting the oral argument for each party.

d. It is requested that the selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendars days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

e. The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

f. The decision of the arbitrator shall be final and binding upon all parties.

g. The costs of the services of the arbitrator, if any, will be borne equally between the Association and the Board.

F. Grievance Procedure for Dismissal

1. Any faculty member alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, having the force of law, this Agreement, policies, rules, by-laws and regulations of the Board and/or Chief Executive Officer and/or Administration, or violates any other constitutional or legal right of academic freedom shall have the

right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by notifying the Grievance Committee of the Association.

2. In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the Administration to show adequate cause for its action.

3. Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the Administration shall present reasonable detailed and formally written charges to the aggrieved party.

G. Time Limitation Extension

In extenuating circumstances, the time limitation referred to in the foregoing sections may be extended to a period of time acceptable to both parties concerned.

ARTICLE IX - ACADEMIC ORGANIZATION DIVISION CHAIRPERSONS

A. Definition

The division chairperson is the official leader of the division. In this middle-management position he or she represents to the dean(s) the concerns and interests of the division, and to the division the concerns of the Administration. As the official leader of the division, he or she is responsible for facilitating a continual development and improvement of the division's faculty.

B. Appointment

1. The division chairperson shall be appointed in accordance with guidelines set forth in the contract. In order to carry out his/her duties and responsibilites, the division chairperson will find it necessary to be on campus outside of the regular academic calendar. Normally, he/she will be on campus one (1) week prior to the academic year and one (1) week beyond it.

2. Prior to the selection or reappointment of division chairpersons, the respective division faculty members shall submit one or two names to the President for such position. In the unusual situation where the names submitted are not acceptable, the President may, after consultation with division faculty members, select others. The President shall announce the division chairpersons no later than April 15. The President, in consultation with the Dean of Academic and Student Affairs, will make the final appointment to the position on an bi-annual basis. The term of office of approximately one-half (1/2) of the division chairpersons shall expire each year.

C. Remuneration

In order to carry out his/her duties and responsibilities, the division chairperson will find it necessary to be on campus outside of the regular academic calendar. Normally, he/she will be on campus one (1) week prior to the academic year and one (1) week beyond it. The salary for the chairperson's administrative year will include his/her salary for the regular academic year, plus a sum of money equivalent to a five (5)-credit hour overload.

D. Teaching Load

Based on the normal faculty load of 12-15 credit hours or 13-16 lab hours, the division chairperson's teaching load shall be as follows:

1. Up to 10 faculty members reporting - 9 credit hours, or 11 lab hours.

2. 11 to 20 faculty members reporting - 6 credit hours, or 7 lab hours.

3. 20 or more faculty members reporting - 3 credit hours, or 4 lab

hours.

4. Part-time faculty will be equated to full-time equivalents for purposes of the above formula. Exceptions may be made where conditions warrant it and where it is approved by the appropriate Dean.

E. Responsibilities

1. Programs

a. Plans and recommends, in consultation with the faculty and appropriate administrative officers, the initiation, modification, or retrenchment of courses and programs of study or other activity appropriate to divisional function.

b. Plans class schedules and teaching assignments in consultation with faculty members of the division in cooperation with the Dean of Academic and Student Affairs and the Registrar.

c. Collects and maintains files of course information and examinations.

d. Prepares divisional budget requests, in consultation with other faculty members of his/her division and appropriate administrative officers.

e. Approves purchase orders of materials and services appropriate to divisional function.

f. Holds overall responsibility for the use, maintenance, and inventory of materials assigned to the division.

g. Cooperates with faculty and Administration in the advising and placement of students in areas of study directly related to divisional function.

h. Is a member of College Council.

i. Submits an annual divisional report, summarizing the past year's divisional activities and projecting the future needs and direction of the division.

2. Personnel

a. Is responsible for the quality of instruction in his/her division. An important element of this responsibility is an on going program of evaluation of, and assistance to, individual faculty as they strive to improve their performance.

b. Recommends to the HRPST Committee the appointment, promotion, tenure, and termination of divisional faculty members.

c. Orients new faculty members.

d. Approves divisional faculty travel.

e. Assigns, supervises and evaluates non-professional personnel assigned to the division in consultation with the Dean of Administration.

ARTICLE X - WORKING CONDITIONS OF LIBRARIANS

A. Librarians shall normally work 35-40 hours per week over five (5) consecutive day periods.

B. Shall work no more than eight (8) consecutive hours, including lunch periods on any one day.

C. Members of the library staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of library work, the librarians recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the Library Director.

This requires their return to the campus one (1) week prior to the beginning of the academic calendar

and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at the rate of 1/45 of the average faculty salary per week.

The Library Director shall receive an additional contract for additional time required prior to the academic year and beyond it and the supervision of the summer library operation. The salary of the Director's administrative year shall include the salary for the regular academic year, plus a sum of money equivalent to a four (4)-credit hour overload.

D. Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the Library Director and approved by the administration. If professional librarians are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or librarians shall receive extra remuneration.

E. Mutually agreed upon deviations from the above working conditions may be made between the Library Director and the Librarians with administration approval.

ARTICLE XI - WORKING CONDITIONS OF HUMAN DEVELOPMENT AND EDUCATIONAL SERVICES DIVISION, AND DIRECTOR OF THE COMPUTER CENTER

A. Human Development Educational Services Division counseling staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of their work, the counselors recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the division chairperson. This requires their return to the campus one (1) week prior to the beginning of the academic calendar and remaining one (1) week after the academic calendar. Remuneration for this time or any other additional time shall be reimbursed at the rate of 1/45 of the average faculty salary per week.

B. Adequate personnel are to be provided during vacation periods, including summers, as recommended by the division chairperson and approved by the Administration. If Human Development Educational Services Division members are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount, or counselors shall receive extra remuneration, the choice being theirs. If counselors are not available to cover vacation and summers, it shall be their responsiblity to obtain substitutes acceptable to the division chairperson.

C. Mutually agreed upon deviations from the above working conditions may be made between the division chairperson and the counselors and approved by the Administration.

D. The Director of Admissions, Director of Financial Aid, Registrar and Computer Center Director shall work 35-40 hours per week. If these individuals are required (with approval of the appropriate Dean) to work in excess of the normal forty (40)-hour week, then they shall be entitled to compensatory time equal to the accumulated overtime they have worked. They shall work an administrative year and be entitled to one month (22 working days) of vacation annually at a time mutually agreed upon by the individual and the appropriate Dean. Their salaries shall include their salaries for the regular academic year plus an additional 9/36 of this salary.

It is acknowledged that these positions are full-time positions and that any request by Administration for one of these individuals to teach a formal college course(s) constitutes an overload for that

individual. It will be the individual faculty's option to accept or reject such a teaching overload. If he/she accepts the overload, he/she shall receive compensation at the normal overload rates for faculty.

These faculty are entitled to all faculty holidays falling within the Fall and Spring semesters and all administrative holidays between semesters and during the summer. These holidays shall not be counted against vacation time. Unused vacation time must be used with the subsequent year.

Mutually agreed upon deviations from the above working conditions may be made between the Administration and the individual faculty member.

In computing salary increases for these faculty members, the academic year salary shall be used as the base.

ARTICLE XII - OTHER CONDITIONS OF EMPLOYMENT

A. Absences

It is expected that faculty members will meet all classes. In case of absence due to illness, the division chairperson or the Dean of Academic and Student Affairs, or the President should be notified as early as possible, so that arrangements can be made for the classes which the instructor must miss.

B. Attendance at Faculty Meetings

While attendance at Faculty Meetings is not required, it is required that faculty members shall actively serve on at least one, and not more than two Faculty Committees, excluding the General Advisory Committee. Faculty are required to attend all formal academic events of the College. Part-time members are welcome to attend such meetings and events.

C. Insurance

1. Hospitalization, long-term disability, surgical and major medical insurance, and life insurance (one (1) times the salary of each faculty member) is carried by the College for full-time faculty and staff, effective on the date of employment. Total dependent health coverage for dependents of full-time faculty and staff will be provided.

2. The College shall cover the cost of a prescriptive drug insurance plan.

3. The College shall cover the cost of employee dental insurance for full-time faculty members. A dependent dental plan shall be made available with the cost borne by employees. If such a plan is adopted, the College shall pay the cost of orthodontia coverage for dependent children covered by the plan.

D. Part-Time Employment

It is understood that no faculty member shall engage in either compensated or non-compensated activities outside of the College which limit or diminish the faculty member's availability to teach, to consult with students, or to carry out professional responsibilities as defined elsewhere in this Agreement.

E. Student Conduct

It is expected that the faculty will assume responsibility in helping Administration carry out rules and regulations concerning the proper conduct of students as outlined in the Student Handbook.

F. Retirement Age

Mandatory retirement age for

tenured faculty shall become effective by the 31st of August following the attainment of age 70. Extensions may be granted on a year-to-year basis by action of the Board.

G. Retirement Systems

Faculty members have a choice between the New York State Teachers' Retirement System or TIAA-CREF. Social Security coverage is required. The College assumes either the full or partial cost of retirement, subject to State law.

H. Tax-Deferred Annuities

A plan for the purchase of tax deferred annuities is available for members of the professional staff. Consult the Business Office for details.

I. Tuition Waivers

1. Subject to S.U.N.Y. regulations and funding, tuition is waived for approved study at other units of the State University of New York at the present time for full-time and part-time faculty.

2. Tuition is waived for all full-time employees of the College and their immediate families (spouses and dependent children) for course work at Jamestown Community College. Disabled or retired, long-term (after five years), full-time employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies.

3. Tuition is waived for spouses and dependent children of a full-time, long-term employee who retires from, or who, while employed at the College, becomes disabled or deceased.

J. Salary Payments

1. Checks may be picked up at the Business Office during the regular college session and mutually agreeable arrangements may be made for vacation periods or during sabbatical(s).

2. Salary payments will be made in twenty-six (26) equal installments bi-weekly on Fridays or the last day the College is in session preceeding the regular scheduled payroll date.

K. Sick Leave and Long-Term Disability

1. Members of the academic staff, other than persons having temporary or part-time appointments, who are unable to perform their regularly assigned duties because of illness, shall be granted sick leave with full salary by the President of the College for a period of three (3) months during each academic year. The President of the College may require at any time that proof of illness be forwarded to him for salary payments to continue.

2. The College will maintain a long-term disability insurance policy, which shall cover all full-time academic staff members who have completed one (1) full year of service at the College. Such policy shall provide income benefits beginning after ninety (90) days of continuous disability.

3. During extended absences on sick leave of members of the academic staff of the College, the President of the College shall make appropriate arrangements for carrying on the activities of the College with due regard for the reasonable workload of other members of the academic staff. Such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitute during their absence.

L. Conferences and Professional Travel

1. A faculty member wishing to attend a particular conference or meeting should inquire of the division chairperson well in advance of the scheduled date whether funds are available. He should fill out, in duplicate, the Request for Prior Approval form available from the division secretaries which calls for an estimate of the expense to be incurred, and he/she should be prepared to justify his/her request that payment be made from the College funds. Both copies of the form should then be submitted to the division chairperson for his/her signature, and final approval. If permission to attend is granted, a signed copy of the form will be returned in time so that definite plans can be made. The second copy will be retained by the division chairperson. It is expected that, upon his/her return, he/she will report to the division chairperson, who will arrange for information of interest to the faculty to be presented to the group.

2. Upon receipt of the Expense Report Form (only one copy is necessary) showing purpose of travel and clearly explaining expenditures, the College will make payment as promptly as possible. Receipts must accompany the Expense Report Form wherever possible. Reimbursement for approved expenditures will be made up to the amount on the Prior Approval slip.

3. The travel allotment for faculty shall be $300 per year and for division chairpersons $500 per year. As a rule, during the academic year one (1) major conference or meeting of his/her own choice will be approved for each faculty member. If request is made by Administration to represent the institution, this will be in addition to the one major trip allowed.

4. As a general guide for expenses, the following maximum rates are listed:

Room/Night	$45.00
Breakfast	2.50
Luncheon	4.50
Dinner	13.00

or
$20.00/day for meals

For dinner, a reasonable additional amount will be approved if the dinner is a part of a conference program and a receipt is submitted.

5. New York State audit procedures prevent the College from paying tax on hotel bills in New York State, and reimbursement will not be made for such items appearing on expense accounts.

Exemption Certificates - Tax on Occupancy of Hotel Rooms, are available and should be obtained from the Business Office. Use of these forms will make it unnecessary to pay tax.

6. A sum of $4,000 each year for the duration of the contract shall be set aside to fund travel for part-time faculty members. Prior approval for the use of this fund must be obtained from the Office of Academic and Student Affairs.

7. College vehicles may be used for transportation, if available, provided the cost of driving same does not exceed the total public transportation cost (air or pullman). Prior approval for use of private vehicles will be reimbursed at the prevailing IRS travel mileage rate.

M. Health Benefit Fund

For each fiscal year, the College will reimburse full-time faculty members and their dependents for physical examinations, including tests; eye examinations and corrective lenses, or any other medical or health expenses not covered by

existing College-paid insurance if such expenses are justified by a licensed medical practitioner. Reimbursement may also include payments for dependent dental insurance premiums and uncovered dental expenses for insured dependents. The fund may also be used for medical, health and dental insurance expenses beyond existing College-paid insurance and for child care expenses incurred at the Child Care Center. Such reimbursement shall not exceed $250 per faculty and/or dependents per fiscal year. The fiscal year for this fund shall be August 1 through July 31. The College may require that the claim first be submitted to the appropriate insurance carrier. While the Business Office will accept claims at any time, reimbursement shall be made four (4) times per year according to the following schedule:

Submitted by:	Reimbursement by:
November 1	November 30
February 1	February 28
May 1	May 31
August 1	August 31

Faculty must submit claims within eight (8) months of the billing date to be eligible for reimbursement. Any unused funds at the end of the fiscal year (August 1) shall not be rolled over to the succeeding fiscal year.

N. Pregnancy Leave

1. Female faculty and staff may request sick leave time during the time of disability due to pregnancy for a period not to exceed two (2) months at full pay and benefits. In the case of faculty taking a full semester leave, salary and benefits will be paid for the number of weeks of pregnancy disability. Additional sick leave with pay may be granted by the President.

2. The period of time during which a person is considered disabled shall be determined by the individual's physician. The College has the right to request medical certification specifying the extent and duration of the period of disability.

3. At the conclusion of a pregnancy disability leave, the employee "shall be reinstated to the status which she held when the leave began or to a comparable position, without decrease in the rate of compensation or loss of promotional opportunities, or any rightful privilege of employment" (Title IX, S86.57, d). Child care leave without pay may be granted to faculty members at the discretion of the Board.

O. Adoption Leave

Either faculty females or males may request a leave for the adoption of a pre-school aged child. The College shall continue salary and benefits for up to eight (8) weeks to provide income which otherwise would be lost during the leave. The faculty member may request additional child care leave without compensation.

ARTICLE XIII - LEAVE OF ABSENCE

A. Policy

Leaves of absence may be granted to faculty members subject to the requirements and conditions set forth below.

B. Purpose

Leaves of absence may be granted to a faculty member for reasons of health, political office, research, further education and other employment.

C. Eligibility

Any faculty member who has taught for at least one (1) year at the College is eligible to apply for a leave of absence. A faculty member's request for leaves of absences

may be made as often as he/she wishes. Normally, one (1) year of teaching should intervene between each leave, but the Administration may grant extensions as deemed necessary.

D. Terms and Conditions

1. A faculty member will receive no compensation from the College during his/her leave.

2. Retirement and health benefits may continue in force at the expense of the faculty member, at his option.

3. Leaves of absence shall not interrupt the period of continuous service of the faculty member toward counting the eligibility for sabbatical leave. However, the period of absence will not be counted into the six (6) consecutive years of services to apply for a sabbatical.

4. The faculty member may be eligible for promotions and pay increases during his/her leave.

5. Leaves of absence shall be granted for a period of one or two semesters.

6. In those cases in which, in the opinion of the Administration, the granting of a leave of absence would impair the instructional functions of the College, a faculty member may be required to postpone his/her leave.

E. Application

A request for a leave of absence shall be submitted to the faculty member's division chairperson at least three (3) months in advance of the semester or academic year in which the faculty member is requesting such a leave. The division chairperson shall make his/her recommendation to the Dean of Academic and Student Affairs for administrative action. The applicant shall be notified of the final decision as soon as possible; normally within one (1) month of the submission to the division chairperson.

ARTICLE XIV - SABBATICAL LEAVES

A. Definitions

1. Full sabbatical leave - defined to be that period of time during which the recipient is absent from the College for two (2) semesters at one-half (1/2) salary, or absent from the College for one (1) semester at full salary.

2. Half sabbatical leave - defined to be that period of time during which the recipient is absent from the College for one (1) semester at one-half (1/2) salary.

B. Policy

Annually, sabbatical leaves for professional development may be made available to members of the academic staff who meet the reqirements set forth below. The objectives of such leave are to increase each such person's value to the College and therefore improve and enrich its program. Such leave shall not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.

C. Purpose

Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional leave value.

D. Eligibility

Members of the professional staff having continuing appointments, who have completed at least six (6) years of service within the College or who, if they previously have had a sabbatical leave, have completed at least six (6) years of

service within the College from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. Individuals who have completed three (3) consecutive years of full-time service since their last sabbatical are eligible to apply for a one-half (1/2) year sabbatical at one-half (1/2) salary. In computing leave and periods of sick leave for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall not be considered an interruption of consecutive services. Periods of leaves of absence and the periods of part-time service shall be considered interruptions of consecutive service.

E. Terms and Conditions

1. Sabbatical leaves may be granted for periods of one (1) year at rates not to exceed one-half (1/2) salary, or for periods of one-half (1/2) year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves.

2. The total number of faculty sabbatical leaves granted per academic year shall be limited to five (5) percent of the full-time faculty. The percentage is based on the full-time faculty employed as of May 1st on the calendar year preceding the year of the intended sabbatical leave. In the five (5) percent calculation, the total number of sabbaticals available shall be rounded to the next larger number. If one-half year/one-half pay sabbaticals are granted, the equivalent number of sabbaticals shall not exceed this number.

3. A one-half (1/2) year sabbatical at one-half (1/2) salary shall be counted as a one-half (1/2) sabbatical in the computation of the total number of sabbatical leaves available to the faculty.

4. All fringe benefits such as retirement, insurance and the like, shall continue in effect during the sabbatical leave at the rate of pay received during the sabbatical period. The period of sabbatical leave shall be credited as service for retirement and the granting of increments.

5. In those unusual cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a faculty member shall be required to postpone his/her leave.

F. Applications

A completed application should be forwarded to the College-Wide Committee on Sabbaticals in care of the chairperson, by November 1st of the year preceding the academic year in which desired periods of leaves are included. Each application should include a prospectus of the scholarly activity projected, and should state the applicant's intention to continue as a member of the staff for a minimum period of one (1) year at the end of the period of the leave, and his/her agreement to submit to the President a comprehensive written report within the semester following his/her return. If the College-Wide Committee on Sabbaticals approves the application, it shall be recommended to the President. The President may grant such sabbatical leaves as he/she deems appropriate and a report of all such sabbatical leaves granted shall be presented to the Board.

G. College-Wide Committee on Sabbaticals

1. The College-Wide Committee on Sabbaticals will consist of the Dean of Academic and Student Affairs who will be the chairperson, and four (4) members of the faculty.

The four (4) faculty members and two (2) alternates will be elected to this Committee by the Association of the College for a two (2)-year term.

2. The College-Wide Committee on Sabbaticals shall use the following guidelines in determining which of the completed applications will be recommended to the President of the College by the last day of the Fall semester for acceptance:

a. In those unusual cases where the President of the College has asked a faculty member to postpone his/her sabbatical leave, the number of sabbatical leaves available for the succeeding year shall be increased by one (1) if the sabbatical committee deems the postponed sabbatical leave still to be worthy. The faculty member required to postpone his/her sabbatical shall be granted that additional sabbatical leave.

b. While a faculty member making an application for a first sabbatical leave may be given preference over an applicant who has had a previous leave, the primary criterion will be the quality of the proposal. All applications will be reviewed on their individual merits and while no specific criteria are set forth, the Committee is directed to analyze the value of the proposed sabbatical in terms of value to the institution and value to the individual.

H. Substitutes

The Administration shall make appropriate arrangements for carrying on the activities of the College during a faculty member's absence on sabbatical leave, with due regard to the reasonable workload of the academic staff and in accordance with Section E of Article V of this Agreement.

I. Failure to Return

If the faculty member fails to return to the College and complete one (1) full academic year of service, he/she must repay the full amount of monies received from the College while on sabbatical leave.

J. Sabbatical Contracts

Any faculty member taking a sabbatical leave shall be issued a Sabbatical Contract stating the amount of monies to be received by him/her while on sabbatical leave. In addition, this Contract shall contain a clause whereby Section H of this Article is agreed upon.

ARTICLE XV - RETIREMENT INCENTIVE

A. Working Past Retirement

Persons who retire shall be permitted to teach/work/advise up to but not to exceed the equivalent of twelve (12) contact hours in any academic year, but less than twelve (12) contact hours in any semester, if their doing so does not jeopardize any of the full-time faculty members. This teaching assignment shall be arranged at the mutual convenience of the Administration and the faculty member. The rate of pay per credit hour shall be computed at 1/45th of the current average salary for the rank held at retirement.

B. Retirement Incentive

1. Criteria

Decisions on early retirement incentive payments will be made by the Administration based on the following criteria:

a. The effect on the quality of our academic program.

b. Demonstrations that the costs of early retirement programs in any given year will be fully offset by the savings to be realized in the first two (2) years of the early retirement.

c. Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

2. Requests

Requests for early retirements shall be submitted to the Dean of Academic and Student Affairs or the Dean of the Cattaraugus campus on or before November 1st of the academic year preceding the intended academic year of early retirement. The Administration will respond the day after the regular December Board meeting.

3. Benefits for Retirement Before Age 63

An employee may request a voluntary retirement incentive from the College if he/she has been continuously employed at the College for twenty (20) years, or is at an age between fifty and sixty-two at the time of retirement with at least ten (10) years of continuous employment preceding retirement. Such employees shall receive a lump sum payment of $11,000 at the time of retirement if the retirement is approved by the Administration and meets the criteria recited in Article XV.

The total lump sum payments made to retirees within the provisions of this Section will be limited to a total of $33,000 per year. Under extenuating circumstances, the Administration, with the approval of the Board, may approve incentives exceeding this amount. In addition to the lump sum payment, the College shall establish an annuity which will provide yearly income equal to $3,300 per year, plus an additional $220 per year for each year of service over ten (10) years. This annuity shall begin the second year of retirement and will provide such income for up to seven (7) years.

In place of the annuity, a faculty member may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year. Full insurance benefits for retirees and dependents for one (1) year following retirement will be provided by the College. The College shall continue payment of all health benefits for the retiree for a maximum of seven (7) years or until the retiree reaches the age of sixty-five or qualifies for Medicare or another equivalent replacement of Medicare. The retired faculty member may maintain personal health and other existing benefits for dependents at the retiree's expense after retirement.

Arrangements for the type of payment by the College to the retiree or designee or designated account shall be mutually agreed upon by the College and the retiree. In the case of the death of the retiree before the completion of the negotiated payments, the College shall remunerate the retiree's designated beneficiaries or designated account.

4. Benefits for Retirement After Age 63

If an employee is granted a voluntary retirement incentive and is at age sixty-three through sixty-nine at the time of retirement, the College shall establish an annuity which will provide yearly income equal to $3,300, plus an additional $220 per year for each year of service over ten (10) years. This annuity shall provide such income for up to seven (7) years, provided that the retiree has been employed at the College for ten (10) years preceding retirement. Annuity payments shall not continue after the retiree reaches age seventy. A lump sum payment equivalent to the cost of an annuity may be chosen by the faculty member.

The College shall continue all health benefits for the retiree until the retiree reaches the age of

sixty-five or qualifies for Medicare or another equivalent of Medicare. The retired faculty member may elect to maintain personal health and other existing benefits after sixty-five at the retiree's expense. The retiree may also elect dependent coverage for dependents at the retiree's expense after retirement.

Arrangements for the type of payment by the College to the retiree or designee or designated account shall be mutually agreed upon by the College and the retiree. In the case of the death of the retiree before the completion of the negotitated payments, the College shall remunerate the retiree's designated beneficiaries or designated account.

In all cases referenced above, the College will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where health insurance is provided as a benefit.

ARTICLE XVI - AGREEMENT VALIDITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force an effect.

ARTICLE XVII - NO STRIKE PLEDGE

For the duration of the Agreement, the local Association agrees not to institute or support strikes or other concerted refusal to perform work by the employees covered by this Agreement.

ARTICLE XVIII - ISSUANCE OF FACULTY HANDBOOK

It is expressly understood and agreed that the College may, if it so decides, issue a Faculty Handbook containing other pertinent information, but such information shall not become a part of this Agreement unless negotiated as indicated above.

ARTICLE XIX - DURATION OF THIS AGREEMENT

This Agreement and all appendices shall become effective September 1, 1986, and shall continue in effect until August 31, 1988. This Agreement shall not be continued orally, and it is expressly understood that it shall expire on the date indicated unless both parties agree in writing for the continuance of the Agreement.

NEGOTIATING TEAM
FACULTY ASSOCIATION OF JAMESTOWN
COMMUNITY COLLEGE, Jamestown, N.Y.

NEGOTIATING TEAM
JAMESTOWN COMMUNITY COLLEGE
Jamestown, N.Y.

APPENDIX I

GUIDELINES FOR FACULTY PROMOTION AND HIRING

I. Introduction

The system of faculty rank is based on recognizing the contributions which faculty make. Within this system, faculty are rewarded by promotion for making those contributions deemed important by the College and for demonstrating that they are striving to make the fullest contribution of which they are capable. The description of the type of contribution expected at each rank is described in II below.

In this context, promotion is not a function of the amount of education or of longevity. Gaining additional education, however, is evidence that the professor is attempting to increase his/her ability to contribute and, therefore, his/her chances for promotion are increased. Similarly, additional experience in teaching would usually increase the professor's contribution and also provide his/her colleagues who evaluate him/her with additional evidence of his/her contribution. Guidelines for the expected number of graduate hours and years of experience for promotion are listed under III below. Promotions, then, are not automatic, nor do they require a specific number of years of experience or credit hours.

The contributions which faculty can make fall into four general categories:

1. Teaching students.

2. Leadership to his/her department and to the College.

3. Contributions to the community.

4. Contributions to his/her professional field outside of the College.

These forms of contributions are listed in the approximate order of the importance in which the College views them.

II. Description of Professional Ranks

Full Professor - These persons greatly exceed the usual expectations in their total contributions to teach and to the College. They are outstanding in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is most conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the College and actively participate in the business of the College through committee participation and faculty meetings. They are very much involved in the functioning and the improvement of the College. They are recognized leaders and actively assist others in increasing their levels of performance. Normally, they also make contributions outside of the College by serving on boards and committees, acting as speakers or resource persons and/or they provide leadership to education and their discipline through writing, research and serving on committees.

Associate Professor - These persons exceed the usual expectations in their total contributions to teaching and to the College. They are exceeding the usual norms in their ability to present material in an understanding, professional, and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total commitment of the College and actively participate

in the business of their division and College. They are gaining recognition as leaders within the College and show the potential for further developing this ability. Normally, they also make significant contributions to the community and to their profession.

Assistant Professor - The persons holding this rank have exhibited development in various areas of professional growth. Because of this, they have achieved a level of teaching proficiency beyond that of the instructor. Assistant professors have begun to make real contributions to the institution through productive committee work, work with student associations, and more effective professional relationships with their fellow educators. They are aware of their areas of needed professional growth and seek ways of improving.

Instructor - The persons at this rank are performing at least at a satisfactory level. Students in their classes are learning, and they are in the process of becoming more effective teachers. Their primary contribution lies in their teaching, but they are becoming aware of their potential areas of development and are beginning to achieve results in these areas. Normally, those with limited teaching experience will start at this rank.

III. Educational and Experience Guidelines for Promotion and Hiring

In considering candidates for promotion, the following criteria will be assessed by evaluators and the HRPST Committee: Contributions to JCC, contributions to the community, contributions to one's professional field, growth in one's professional field, time in rank, and hours beyond the bachelors/masters degrees. A deficiency in one of these areas will not be sufficient to deny a person an opportunity for promotion. Under no circumstances are promotions simply a function of time in rank or the mere accumulation of graduate hours. Possession of those quantitative qualifications for a particular rank does not mean the rank will be automatically awarded.

A. Contributions and Professional Growth

1. Contributions to JCC

a. Ability to teach and a desire to improve that ability.

b. Actively involved in meaningful and productive advisement, assistance to students and student activity efforts.

c. Integrating academic and student affairs.

d. Willingness to assist the College in attracting and retaining students.

e. Regular attendance at faculty meetings. Participation in committees.

f. Assuming leadership roles at faculty meetings, or committees, etc.

g. Developing special programs, seminars, curricula, etc.

h. Writing grants.

2. Contributions to the Community

a. Serving as an educational broker.

b. Serving as speakers.

c. Serving as resource persons.

d. Serving on community service committees.

e. Serving as non-paid members of board of directors of agencies, club, or county committees.

3. Contributions to One's Professional Field

a. Writing books or articles.

b. Giving speeches at conferences, workshops, or seminars.

c. Serving on state or national committees relevant to one's field.

d. Writing grants relevant to one's field.

e. Recognition of professional contributions by one's colleagues.

4. Growth in One's Professional Field

a. Participation in workshops and seminars.

b. Participation in non-credit courses.

c. Application of new developments to one's discipline.

The above guidelines are intended to be representative - not inclusive.

B. Year in Rank and Hours

In truly exceptional cases, two years of teaching at JCC or elsewhere shall be the minimum time in rank at the Instructor level for consideration for promotion to the Assistant Professor level. Aside from the exception just cited, time in rank and credit hours earned shall be consistent with the following guidelines:

RANK	YEARS	HOURS BEYOND MASTERS	HOURS BEYOND BACHELORS
Instructor to Assistant Professor	4	0	30
Assistant to Associate Professor	4	21	51
Associate to Full Professor	5	30	60

Appropriate undergraduate hours may be included in the minimum number of hours recommended. If a faculty member has not earned sufficient credit hours as listed above, the following guidelines for time in rank and credit hours shall be applied:

RANK	YEARS	HOURS BEYOND MASTERS	HOURS BEYOND BACHELORS
Assistant to Associate Professor	7	9	39
Assistant to Associate Professor	6	15	45
Associate to Full Professor	8	18	48
Associate to Full Professor	7	21	51

1. Appropriate Hours

Appropriate graduate and undergraduate hours include but are not limited to the following:

a. Hours in the discipline in which a faculty member teaches.

b. Approved hours related to the discipline in which a faculty member teaches.

c. Approved hours outside the discipline in which a faculty member teaches.

The intent of (b) and (c) is to provide a reasonable amount of flexibility relative to the concept of 'appropriate' hours, consistent with the philosophy that knowledge in breadth as well as depth is desirable for faculty members at JCC. It is not the intent of (b) and (c) to define flexibility so broadly that virtually any hours are deemed appropriate hours.

The concept of related hours is restricted to hours that relate directly to a faculty member's discipline. Thus, computer science courses for business faculty, electronics courses for physics faculty, and biology courses for nursing faculty would be examples of appropriate related hours.

The concept of outside hours serves to discourage an interdisciplinary approach to problems and to recognize the fact that institutional needs can arise for which no in-house expertise exists. Thus, courses that increase the scientific literacy of non-science faculty and courses that make technical faculty aware of the social, political, and economic implications of a given technology illustrate viable outside hours.

Earning credits in education alone will not be considered sufficient to meet the guidelines for appropriate hours, except in certain cases (e.g. higher education administration and areas of student services) when graduate education courses are appropriate.

2. Approval for Related and Outside Courses

How directly a course relates to a particular faculty member's discipline or how relevant an outside course is to current institutional needs cannot be answered by a blanket general statement. Thus, in order for a related or outside course to be deemed appropriate, and to assess the credit it is worth, the following process will be followed:

a. Prior to enrolling for such courses, a faculty member seeking approval shall submit in writing a formal approval request form to his/her division chairperson, who shall submit a recommendation to the Dean of Academic and Student Affairs. In the case of the Library, faculty shall submit their proposals to the Director of the Library, who shall offer a recommendation to the Dean of Academic and Student Affairs.

b. The Dean of Academic and Student Affairs shall notify the faculty member of the decision.

c. If the course is not approved, the faculty member may appeal the decision to the HRPST Committee.

d. HRPST shall forward to the faculty member the decision relative to the appeal. In reaching its decision, HRPST shall consider the following:

(1) All written recommendations which are part of the approval process.

(2) The relevance of the course(s) to the faculty member's discipline and institutional needs.

(3) The content, length, and academic rigor of the course(s).

IV. Assistant Instructor

A. Description of the Position

Assistant Instructor - The persons at this rank function primarily in a supportive role to assist other faculty members and students. They may assist in teaching classes, may set up and supervise certain laboratory sessions and may carry out other duties specified in their job description. Their primary contribution lies in their ability to support the teaching or servicing of students within their division, but they are becoming aware of other areas of the College and the community and of ways of contributing to these areas. This position is not open for promotion and tenure.

B. Educational and Experience Guidelines for Hiring

Assistant Instructor

1. Bachelor's degree, or

2. Associate's degree plus related professional experience.

3. Sufficient related professional training and/or experience.

C. Contracts, Promotions and Working Conditions

For the first (3) three years of employment, Assistant Instructors shall receive one (1)-year contracts for nine, ten or eleven months. The first contract may be for a shorter period of time if the starting date occurs after the beginning of the academic year. Notice of renewal or nonrenewal shall be given by March 1st and returned within two (2) weeks.

After the third contract, reappointment of Assistant Instructors shall be for two (2)-year periods. Notice of the first two (2)-year contract shall be given by March 1st and for each subsequent two (2)-year contract by September 1st of the year preceeding the beginning of the contract. Contracts shall be returned within two (2) weeks. An Assistant Instructor is not eligible for tenure.

Assistant Instructors may be promoted to the rank of Instructor if a position is available, and if the Assistant Instructor meets the qualifications for the position, and if the Assistant Instructor is recommended by the division chairperson with the assistance of the division/area evaluator. A search may be waived if the original appointment followed a national or regional search, if the Assistant Instructor meets these criteria, and is recommended by the HRPST Committee for the position.

Assistant Instructors shall receive the benefits of faculty status as defined in this Agreement, including, but not limited to, sabbatical leaves, leaves of absence, travel and development funds, overload payment for teaching courses outside a normal work week, retirement incentives and faculty excellence awards.

The work week of Assistant Instructors shall normally be 35-40 hours, but it is recognized that Assistant Instructors must fulfill their duties and responsibilities to the satisfaction of their supervisors. Compensatory time normally will be given for hours which exceed the normal work week upon the approval of the supervisor. Assistant Instructors requested to teach a course outside their normal work week have the option to accept or reject the overload.

All Assistant Instructors shall receive faculty holidays falling

within the fall and spring semesters. In addition, Assistant Instructors with contracts exceeding the academic year shall receive all administrative holidays observed during the period of their contracts in the summer and between semesters. Assistant Instructors with contracts exceeding the academic year shall receive one month (22 days) vacation.

In computing salary increases for Assistant Instructors, the academic year shall be used as the base with a proration for each additional month.

APPENDIX II

BY-LAWS OF THE FACULTY

I. The faculty shall consist of all full-time appointments to the teaching and related instructional areas, the President and the deans.

II. Responsibilities and Functions of the Faculty - Subject to the approval of the Board of the College, the faculty shall perform the following functions:

A. They shall develop and recommend policy relating to the teaching and conduct of courses, the granting of degrees and academic discipline.

B. They shall develop and recommend policy concerning student activities and conduct of students.

C. They shall investigate problems relating to curriculum and shall make recommendations based on their findings.

D. They shall develop and recommend such rules as shall be needed for the maintenance of academic standards.

E. They shall develop and recommend personnel policies to the Administration.

F. All recommendations of policy shall be submitted to the Administration in writing.

III. Meetings

The faculty shall meet prior to the Fall registration at such time and place as designated by the President of the College. A regular meeting time shall be established early in the Fall semester by the President of the College, and regular meetings shall be scheduled at least monthly throughout the academic year. Special meetings may be called by the President of the College at his/her instigation or at the request of a majority of the members of the faculty to transact emergency business.

IV. Officers

A. The President of the College shall be the President of the faculty and preside at Faculty meetings.

B. The secretary of the faculty shall be selected by the faculty for a period of one (1) year.

The election shall take place at the first meeting of the faculty in the Spring semester and the term of office shall commence with that meeting. The Secretary shall maintain a file of Minutes of all meetings including resolutions or other formal action of the faculty.

V. Committees

A. Standing Committees shall be organized to facilitate the transaction of faculty business. Members of Standing Committees, except for those members serving ex-officio, shall be appointed by the President of the College with the consent of the faculty. Committee members shall be appointed at the May meeting of the faculty. Terms of office shall run for a period of one (1) year, starting in September, or until the new committee list has

been completed. The President will honor, in so far as possible, the request of individual faculty members as to committee appointments.

The chairperson and secretary shall be elected annually by the respective committee members. A faculty member must serve as a member of the committee at least one (1) year before he/she is eligible to be elected chairperson. The term of chairperson shall be limited to two (2) consecutive years. No faculty member shall serve as chairperson of more than one (1) committee, excluding the General Advisory Committee.

Standing Committees shall include:

1. Academic Standings.

2. Admissions, Scholarships & Financial Aids.

3. Curriculum.

4. General Advisory Committee.*

5. Planning.

6. Student Affairs.

7. Affirmative Action.

8. Research, Recruitment & Retention.

The membership of these committees shall be composed of one member from each division selected by that division, plus one ex-officio member and one faculty member-at-large selected by the President. *The General Advisory Committee will consist of the President of the College, ex-officio, the Dean of Administration, ex-officio, the Dean of Academic and Student Affairs, ex-officio, the Associate Dean of Academic and Student Affairs, ex-officio and the chairperson or a representative of all Standing Committees. The Committee shall consider particularly long-range ideas and problems; make referrals, with recommendations, to the faculty or the proper faculty committee for further study and appropriate action; act as a clearing house on ideas and problems not normally within the province of any existing committee, and make recommendation for the faculty accordingly. This Committee shall not usurp responsibilities of existing committees, but supplement them. Ad hoc committees remain as at present.

B. Temporary committees may be appointed by the President of the College to investigate specific problems or to transact specific business. Such committee assignments shall terminate on acceptance of the report of the committee or completion of the business assigned.

VI. Procedures

A. Roberts/Rules of Order shall guide the faculty on parliamentary procedure.

B. Action on motions before the faculty shall be determined by majority vote of the whole faculty.

VII. Amendments

The By-Laws of the faculty may be amended (only) by majority vote of the whole faculty taken on the next stated meeting following the one at which the amendment was proposed. Amendments shall be subject to the approval of the Board.

INSTRUCTIONAL CALENDAR 1986-87

FALL SEMESTER 1986

August 25, Monday	Faculty return to campus
August 26, Tuesday	Registration at Olean
August 27-28, Wed.-Thurs.	Orientation and registration
September 1, Monday	Labor Day - no classes
September 2, Tuesday	Classes begin
September 2-4, Tues.-Thurs.	Late registration and drop/add
September 4-5, Thurs.-Fri.	Payment days
October 3, Friday	Last day to choose CR/F grading option
October 31, Friday	Last day to change back to regular grading system from CR/F
November 7, Friday	Last day to withdraw
November 25, Tuesday	Thanksgiving recess begins 5 p.m.
December 1, Monday	Classes resume
December 15, Monday	Regular class day
December 16-19, Tues.-Fri.	All day classes meet in two hour blocks
December 18, Thursday	Evening classes end
December 22, Monday	Final grades due at noon

WINTER SESSION 1987

January 2, Friday	Registration
January 5, Monday	First day of classes
January 16, Friday	Classes end

SPRING SEMESTER 1987

January 12, Mon.-Fri.	Faculty return to campus
January 13, Tuesday	Olean registration
January 14-15, Wed.-Thurs.	Orientation and registration
January 19, Monday	Classes begin
January 19-22, Mon.-Thurs.	Late registration and drop/add
January 22-23, Thurs.-Fri.	Payment days
February 20, Friday	Last day to select CR/F grading option
March 11, Wednesday	Spring recess begins at 5 p.m.
March 12-13, Thurs.-Fri.	Spring recess - no classes
March 16, Monday	Classes resume
March 24, Tuesday	Last day to change CR/F back to regular grading system
March 31, Tuesday	Last day to withdraw
April 10, Friday	Easter recess begins at 5 p.m.
April 13-21, Mon.-Tues.	Easter recess - no classes
April 22, Wednesday	Classes resume
May 11, Monday	Regular class day
May 12-15, Tues.-Fri.	All day classes meet in two hour time blocks
May 14, Thursday	Evening classes end
May 16, Saturday	Commencement at Jamestown and Olean
May 18, Monday	Final grades due at noon

APPENDIX IV

GUIDELINES FOR FACULTY EVALUATION

Only those faculty members for whom decisions need to be made are involved in the decisioning process. These are:

1. Those eligible for promotion consideration.

2. Those being considered for the Faculty Award for Excellence, should the Award Committee choose to use it.

3. Probationary faculty members.

4. Those who are requested by their division chairpersons or the appropriate dean for one or more reasons, to go through the process.

Of the above, categories 1 and 2 are voluntary; categories 3 and 4 are not.

Essentially, the decisioning process is the same as the evaluation process described in the 1973-1974 Master Contract, with the major exceptions that (1) far fewer persons are involved each year, and (2) there is one division evaluator instead of two.

A. Introduction

The set of premises on which the following guidelines for faculty evaluations are based include:

1. Recognition that continuous evaluation of each individual's teaching and contributions to the College and community is an important part of the process of improving such individual's teaching capabilities and professional development.

2. Provision of an evaluation system which allows for an efficient, as well as an effective and fair evaluation process.

3. Recognition that immediate communication of the results of evaluation in a discreet manner to each individual is a critical part of the overall evaluation process.

B. Procedure

1. First level - Initial evaluations will be carried out at the division level.

a. The division chairperson and the division evaluator are each responsible for writing a recommendation for each of his/her division's faculty members who are involved in the decisioning process. Along with his/her own written recommendation, the division chairperson submits to the HRPST Committee the written recommendation of the division evaluator (or alternate, if appropriate), together with the data supporting the recommendations. In the event that the two recommendations differ, two sets of data may be appropriate. The appropriate division chairperson or designee on the Jamestown campus may evaluate the corresponding Cattaraugus campus faculty, at the discretion of the Jamestown campus division chairperson, or the Cattaraugus campus division chairperson, or the Dean of the Cattaraugus campus. A written recommendation shall be submitted by the division chairperson and/or designee, if they are involved. The kinds of data on which recommendations should be based may include, but are not limited to, the following:

(1) the personal data sheet.

(2) student evaluations and/or summaries of them.

(3) classroom observations made by the division chairperson and/or the division evaluator with the consent of the faculty member. (The person visiting a faculty member's class should share

his/her observations with the faculty member as soon as possible after the classroom visitation, and certainly before they are put in written form).

The division chairperson and the evaluator should each discuss with the faculty member his/her written recommendation before it is put in final form. The faculty member signs the official copies of each recommendation, his/her signature indicating only that he/she has read them and has a copy. Recommendations may be answered by the faculty member, his/her answer being attached to the appropriate recommendation when it is transmitted to the HRPST Committee.

b. Each division shall elect a division evaluator and an alternate. The alternate writes the recommendation for the division evaluator if the evaluator is involved in the decisioning process. Also, if it happens that a division evaluator needs to write a recommendation for a faculty member in his/her support group, the alternate fulfills that responsiblity for him/her.

c. Terms of office for the elected division evaluators and alternates shall run for a period of one (1) year, starting in September, or until the new members have been elected.

d. Coordinators and directors of academic and student service areas shall be evaluated in these roles by the Dean of Academic and Student Affairs or his/her designee and shall be assisted by a division chairperson, if appropriate.

e. Each faculty member in the decisioning process will be evaluated in accordance with criteria as set forth in Appendix I of the Master Contract.

f. The recommendation submitted by the division chairperson, as well as that submitted by the division evaluator or alternate, will be made relative to retention, salary, promotion, and tenure, whichever are appropriate.

2. Second Level - Recommendations will be made by the HRPST Committee to the President for transmittal to the Board.

a. The HRPST Committee will ordinarily approve the recommendations submitted by the division chairperson unless there are compelling reasons for not doing so.

b. The HRPST Committee will request that a faculty member meet with it if it feels a need to talk with the faculty member before making its recommendation.

c. Following completion of the decisioning process by the HRPST Committee, the division chairperson shall be responsible for communicating the results of the evaluation directly and immediately to each faculty member.

d. If an individual wishes to appeal the recommendation of the HRPST Committee, the HRPST Committee will discuss its recommendation directly with the faculty member; providing the faculty member so notifies the HRPST Committee in writing within two (2) weeks of the date he/she was notified of the HRPST recommendation.

APPENDIX V

GUIDELINES FOR EVALUATION OF DIVISION CHAIRPERSONS

A. Introduction

The major reponsibility for evaluating division chairmen rests with the Dean of Academic and Student Affairs. In the course of making his evaluation, the Dean of Academic and Student Affairs should seek out the perceptions of faculty and administrators on how well the

person being evaluated is performing in the role of division chairman.

B. Criteria for Evaluation

The criteria to be used in evaluating division chairmen are spelled out in Article IX - Academic Organization: Division Chairperson - Duties and Responsibilities of the Contract.

C. Process

1. A questionnaire for evaluating division chairmen will be developed and distributed by the Dean of Academic and Student Affairs to all division faculty and the administrators. The completed forms will be summarized and sent to the division chairpersons along with the originals.

2. The Dean of Academic and Student affairs will write his evaluation of the division chairperson to include recommendations if appropriate. This written evaluation will include the Dean's assessment of the division chairperson's administrative leadership including how well he/she represents the interests of the division to the administration and Administrative concerns to the division.

3. The evaluation written by the Dean of Academic and Student Affairs will be reviewed with the division chairperson who will be asked to sign it, acknowledging awareness of its existence. The division chairperson may elect to write a response to the statement prepared by the Dean of Academic and Student Affairs, and if so, this will be included in the official file.

4. The evaluation of division chairpersons shall be completed by the Dean of Academic and Student Affairs two (2) weeks prior to the request of the President for nominations of division chairpersons for the next academic year.

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APPENDIX VI

FACULTY AWARD FOR EXCELLENCE

The Administration, through the division chairmen and deans (College Council), shall recommend five (5) nominees for excellence in teaching and/or activities that enhance the mission of the College. The faculty, through the division evaluator, shall recommend five (5) nominees for excellence in teaching and/or activities that enhance the mission of the College. The Dean of Academic and Student Affairs shall chair the meetings of the evaluators, with no voting privilege.

These nominees will be recommended to the President at least one (1) week prior to the final spring faculty meeting. Of the $500 awarded, $200 shall be permanently added to the base salary of the recipient beginning in the academic year following the announcement of the award.

The deans and the division chairpersons shall nominate five (5) part-time faculty for awards of $100 each, with the nominees to be recommended to the President at least one (1) week prior to the final spring faculty meeting.

APPENDIX VII

REPORT OF CREDIT GIVEN TO FACULTY FOR NON-TEACHING ACTIVITIES

The Administration shall provide the Association President with a report detailing the credit given to each faculty member assigned non-credit activities such as athletics, performing art productions and coordinating functions.

APPENDIX VIII

FUND FOR FACULTY DEVELOPMENT

As it is an expectation of the College that faculty will practice professional growth through educa-

tional study, research, related travel or other activities conducive to professional growth, the College shall establish a Fund for Faculty Development.

Administration shall allocate at least $20,000 for each year for faculty development and shall establish a process for the allocation of these funds.

A Faculty Development Committee shall be established to allocate the monies in any given year, in accord with this expectation. The composition of the committee shall be two (2) faculty members appointed by the Faculty Association and two (2) representatives, to be appointed by the President. The committee shall establish specific criteria and procedures for the faculty proposals.

The Committee is charged with developing guidelines if the number or dollar amount of proposals exceeds the yearly allocation of funds. Requests for advances or vouchers for reimbursement must contain adequate documentation. In cases of release time, the College will pay a part-time faculty member, with the expense being charged to this fund.

APPENDIX IX

SALARIES

A. Settlement

1986-87 Each faculty member shall receive a salary increase equivalent to six percent (6%) of the average 1985-86 salary of his/her 1986-87 rank.

1987-88 Each faculty member shall receive a salary increase equivalent to six percent (6%) of the average 1986-87 salary of his/her 1987-88 rank.

B. Minimum Salaries, 1986-87

Assistant Instructor ..	$14,000
Instructor	17,000
Assistant Professor ...	19,000
Associate Professor ...	21,000
Professor	24,000

Minimum salaries shall be increased by an amount equivalent to eighty percent (80%) of the amount of the average salary increase negotiated for each rank each year.

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AGREEMENT BETWEEN

THE BOARD OF SUPERVISORS

AND THE BOARD OF TRUSTEES

OF JEFFERSON COMMUNITY COLLEGE

REPRESENTING THE

COUNTY OF JEFFERSON

AND THE FACULTY ASSOCIATION

OF JEFFERSON COMMUNITY COLLEGE

SEPTEMBER 1, 1985 to AUGUST 31, 1988

AGREEMENT BETWEEN

THE

JEFFERSON COUNTY BOARD OF SUPERVISORS

AND THE

BOARD OF TRUSTEES OF JEFFERSON COMMUNITY COLLEGE

REPRESENTING THE

COUNTY OF JEFFERSON

AND

FACULTY ASSOCIATION OF JEFFERSON COMMUNITY COLLEGE

1985 - 1988

SEPTEMBER 1, 1985

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ARTICLE I

RECOGNITION & PAYROLL DEDUCTIONS

A. RECOGNITION

1. The Board of Supervisors of the County of Jefferson, hereinafter collectively referred to as the "County", and the Board of Trustees of Jefferson Community College, hereinafter collectively referred to as the "College", hereby recognize the Faculty Association of Jefferson Community College, hereinafter referred to as the "Association", as the lawfully designated exclusive representative of the employees of the College in titles and positions as set forth in paragraph 3 hereof and excluding all other employees.

2. This recognition is for the purpose of negotiations with employees regarding wages, hours, terms and conditions of employment, the settlement of grievances, and for all lawful purposes under the laws of the State of New York and it shall continue for the term of the agreement.

3. This agreement covers all full-time professors, associate professors, assistant professors, instructors, lecturers, and all full-time non-teaching professionals serving in the following positions:

Accountant	Director of Computer Center
Admissions and Financial Aids Assistant	Director of Financial Aids and Placement
Assistant College Registrar	Director of Physical Plant
Assistant Librarian	Director of Student Activities
College Registrar	Learning Skills Specialist
Counselor	Librarian
Director of Admissions	Technical Specialist
Director of Community Services	

All new titles in the professional service will be a subject of negotiations as to whether or not they fall within the unit.

B. DUES DEDUCTIONS

The County agrees to deduct from the salaries of the employees in the Association on a continuing basis, the Association dues pursuant to plans certified by the Association, as any member thereof shall individually and voluntarily authorize in writing on forms provided by the Association and to remit the same promptly to the Association. Such authorization may only be revoked by instrument, in writing, and the County will promptly notify the Association of the receipt of such revocation.

ARTICLE II

NEGOTIATIONS PRECEDURES

A. The terms and conditions of employment provided in this agreement shall remain in effect through August 31, 1988. The parties agree during this period to arrange meetings upon the request of either party to discuss any question concerned with the interpretation of the terms and conditions of this agreement.

B. Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its own representatives. While no final agreement shall be executed without ratification by the Association, the Board of Supervisors, and the Board of Trustees, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

C. Negotiations for a successor agreement will commence no later than January 31, 1988.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION I: DECLARATION OF PURPOSE

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Supervisors, the Board of Trustees, and their employees is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances through procedures under which employees represented by the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Boards and their employees are afforded adequate opportunity to dispose of their differences.

SECTION II: DEFINITIONS

1. A GRIEVANCE is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of the employment contract.

2. "PARTIES TO THE CONTRACT" are the Jefferson County Board of Supervisors, Jefferson Community College Board of Trustees, and Faculty Association of Jefferson Community College.

3. GRIEVANT shall mean any member of the unit or the Association filing a grievance.

4. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

5. DAYS shall mean calendar days.

6. "PRESIDENT" is the President of the College.

7. "IMMEDIATE SUPERVISOR" is the person on the next higher level of authority who normally assigns and supervises the employee's work.

8. ASSOCIATION shall mean Jefferson Community College Faculty Association.

9. BOARD shall mean the Board of Trustees of Jefferson Community College.

10. EMPLOYEE shall mean any person covered by the terms of this contract.

11. "EMPLOYER" is Jefferson County.

SECTION III: PROCEDURES

1. Except at Stage 1(a) all grievances shall be in writing and include:

   a. the name of the grievant

SECTION III: PROCEDURES (continued)

b. the name of the grievance including a specific statement of:

(i) the provisions of the employment contract being grieved;

(ii) the date, time and place the event giving rise to the grievance took place;

(iii) the identity of any person(s) causing the event being grieved, if known;

(iv) the names of any witnesses to the event known to the grievant;

(v) copies of any materials, relevant documents, and the records in possession of the grievant concerning the alleged grievance.

c. nature of redress sought. Except at stage 1(a) all decisions shall be in writing and shall set forth findings of fact and conclusions of the hearing officer.

2. A grievant may be represented at all levels of the grievance procedure by himself, or at his option, by a designee of the Association. If the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure beyond stage 1(a).

3. The grievant shall have the right at all stages of a grievance to confront and to cross examine all witnesses called by the administration, and to testify and to call witnesses to support the grievance.

4. A grievance may be submitted by the Association directly at stage 2.

5. The Board and the Association agree to make available any and all materials and relevant documents and records concerning the grievance.

6. In the processing of grievances all parties shall be free from interference, coercion, restraint, discrimination and reprisals by all parties to the Contract.

7. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants.

8. In the event that any grievance is adjusted at stage 1(a), such adjustment will be binding and shall in all respects be final. Said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

9. The President shall be responsible for accumulating and maintaining an official

SECTION III: PROCEDURES (continued)

grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than at the informal stage 1(a) and all written decisions with findings of fact and conclusions of law at all stages. Official minutes will be kept for all proceedings at stages 2 and 3. A copy of such minutes will be made available to all parties within five (5) days after the conclusion of hearings or the receipt at any verbatim transcript, whichever is later. At stages 2 and 3 the parties will advise the hearing officer of any errors in said minutes within (5) days of receipt. Any claim of error in the minutes shall become a part of the Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievances Record shall be available for inspection and copying by all parties.

10. Failure at any level of this procedure for a grievant to be given a reply within specified time limits shall constitute authority for the grievant to appeal the grievance to the next level.

11. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

12. All written decisions shall set forth reasons supporting such decisions and shall be given to the grievant and each "party to the Contract".

13. The existence of the procedure hereby established shall be deemed to require any employee to pursue the remedies here provided and shall not impair or limit the right of any employee to pursue any other remedies available in any other form.

SECTION IV: TIME LIMITS

Since it is important to good relations that grievances be processed as rapidly as possible, every reasonable effort will be made by all parties to expedite the process. No grievance will be entertained unless initiated within thirty (30) days after the grievant knew of the act or condition on which the grievance is based. The time limits specified for either party may be extended only by mutual written agreement.

SECTION V: STAGES OF GRIEVANCE

Stage 1: Immediate Supervisor

(a) An employee having a grievance will discuss it with the appropriate Supervisor with the objective of resolving the matter informally.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION V: STAGES OF GRIEVANCE (continued)

(b) If the grievant is not satisfied with the disposition of the grievance at Stage 1(a) the grievance may be filed, in writing, with the Supervisor within ten (10) days. Within seven (7) days after the written grievance is filed, the supervisor shall, without any further consultation with the grievant or any party in interest, render a decision in writing.

Stage 2: President

(a) If the grievant and/or the Association is not satisfied with the decision at Stage 1 (b) a written appeal may be filed, with the President, within seven (7) days, after the grievant has received the decision at Stage 1(b).

(b) Within seven (7) days after receipt of the appeal, the President, or a designee shall hold a hearing.

(c) The President shall render a decision in writing within eight (8) days after the conclusion of the hearing.

Stage 3: Board

(a) If the grievant and/or Association is not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) days of the decision at Stage 2.

(b) Within seven (7) days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within seven (7) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his opinion not later than fourteen (14) days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's opinion will be in writing and will set forth findings of fact, reasoning and conclusions on the issues.

(d) The conclusions reached by the arbitrator shall be advisory to the Board of Trustees and to any other parties involved in the dispute.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION V: STAGES OF GRIEVANCE (continued)

(e) The costs for the services of the arbitrator will be borne equally by the Board and the Association.

(f) Within ten (10) days after receipt of the arbitrator's conclusions, the Board or a Committee thereof, shall conduct a hearing in executive session.

(g) The Board shall receive recommendations within seven (7) days after the conclusion of the hearing, and shall make its decision at its next regular meeting. The decision shall be final and shall be communicated directly to all parties to the contract immediately following the meeting.

ARTICLE IV

FACULTY ASSOCIATION

A. PRESIDENT'S WORKLOAD

An Association President's maximum teaching load shall be reduced three contact hours per week. A President who is a member of the non-teaching professional staff will be allowed time necessary to carry out Association business during normal working hours subject to the limitations outlined in Section B (2) below.

B. ASSOCIATION BUSINESS

1. Association representatives shall have the right to transact Association business on College premises at any reasonable time provided the same does not interfere with instruction.

2. The College shall permit the President of the Faculty Association, or a designee, time to carry out Association business to the extent that such time shall not interfere with their normal duties nor interfere with the normal operation of the College.

   The College further agrees to cooperate with the Association by permitting the rescheduling of classes and the voluntary substitution by colleagues (within limits mutually agreed to by the Association and the Board) to make absences of Association representatives possible for the purpose of attending conferences, meetings or negotiations sessions during working hours.

3. The College shall not reschedule classes after the beginning of a semester to conflict with the regularly scheduled meetings of the Association without the approval of the Association.

C. REIMBURSEMENT FOR COLLEGE EXPENSES

The Association agrees to reimburse the College for any expense incurred relating to equipment usage, supplies, postage and telephone charges.

ARTICLE V

COMPENSATION

A. POSITION TITLES BY GRADE

1. Position titles shall be fixed at the grades in the salary schedule as follows:

GRADE I	Assistant College Registrar Technical Specialist
GRADE 2	Instructor
GRADE 3	Accountant Admissions and Financial Aids Assistant College Registrar Director of Physical Plant Learning Skills Specialist
GRADE 4	Assistant Professor
GRADE 5	Assistant Librarian Counselor Director of Community Services Director of Computer Center Director of Student Activities
GRADE 6	Associate Professor
GRADE 7	Director of Admissions Director of Financial Aids & Placement
GRADE 8	Professor
GRADE 9	Librarian

2. An employee in a position which carries academic rank under the terms of this contract, who does not meet the academic requirements necessary to qualify for said rank, shall be classified a Lecturer. For purposes of initial appointment and/or promotion, a Lecturer's academic credentials, experience, and background shall be evaluated and placement shall be made within the appropriate academic salary grade otherwise qualified for except that:

   a. For an employee whose highest earned degree is the baccalaureate, the minimum and maximum of the salary grade where placed shall be reduced by multiplying said minimum and maximum salaries by a factor of 0.9. An employee shall receive a 10% increase in salary upon completion of a master's degree providing the degree is earned pursuant to the program and timetable agreed to at the time of the appointment.

   b. For an individual whose highest earned degree is the associate or

POSITION TITLES BY GRADE (continued)

the equivalent, the minimum and maximum of the salary grade shall be reduced by multiplying said minimum and maximum salaries by a factor of 0.8. An employee shall receive a 10% increase in salary upon completion of a baccalaureate degree, providing the degree is earned pursuant to the program and timetable agreed to at the time of appointment.

3. A non-teaching professional appointed on or after September 1, 1982 who does not meet the academic requirements for the position to which appointed shall hold a provisional appointment. For purposes of initial appointment, the provisional NTP's academic credentials, experience and background shall be evaluated and placement shall be made within the appropriate salary grade otherwise qualified for except that:

   a. For a title requiring a master's degree, the maximum and minimum of the appropriate grade will be reduced by a factor of 0.9 for a person with a baccalaureate degree and 0.8 for a person with an associate degree.

   b. For a title requiring a baccalaureate degree, the maximum and minimum of the appropriate grade will be reduced by a factor of 0.9 for a person with an associate degree and 0.8 for a person with no degree.

   c. For a title requiring an associate degree, the maximum and minimum of the appropriate grade will be reduced by a factor of 0.9 for a person with no degree.

   An employee whose salary range is adjusted as described because of deficient credentials will receive a 10% increase in salary upon completion of a required degree, providing the degree is earned pursuant to the program and timetable agreed to at the time of appointment.

4. The effective date for increasing the salaries of lecturers and provisional NTP's as provided in Sections 2 and 3 above will be the first day of September following verification that full academic qualifications have been satisfied.

B. SALARY SCHEDULE 1985-86

Grade	Administrative Year	Grade	Academic Year	Grade	College Year
1	15,139 - 21,407	2	18,463 - 23,459	1	14,454 - 20,377
3	19,016 - 27,112	4	19,992 - 27,477	3	17,935 - 24,668
5	21,100 - 29,087	6	21,469 - 31,660	5	18,990 - 26,328
7	21,891 - 32,319	8	24,582 - 36,097		
9	24,582 - 36,097				

B. SALARY SCHEDULE 1986-87

Grade	Administrative Year	Grade	Academic Year	Grade	College Year
1	16,812 - 23,080	2	20,136 - 25,132	1	16,127 - 22,050
3	20,689 - 28,785	4	21,665 - 29,150	3	19,608 - 26,341
5	22,773 - 30,760	6	23,142 - 33,333	5	20,563 - 28,001
7	23,564 - 33,992	8	26,255 - 37,770		
9	26,255 - 37,770				

ARTICLE V

COMPENSATION

C. SALARY 1985-88

Effective September 1, 1985, employees shall receive a 5½% increase in their base salaries.

Effective September 1, 1986, salaries will be increased by 6¼% of the Faculty Association's total base salary. Distribution of said increase will be made by dividing the total number of faculty by the total amount of the increase, said increase to be distributed in a lump sum to all employees.

Effective September 1, 1987, employees shall receive a 7% increase in their base salaries.

D. LONGEVITY

A longevity benefit of five percent of the minimum for the attained salary range will be given members of the bargaining unit after ten (10), fifteen (15), and twenty (20) years of full-time continuous service. Such payment shall begin in the payroll period immediately following the anniversary date.

Longevity benefits earned prior to September 1, 1983 will remain constant benefits earned on or after September 1, 1983, will continue at the amount established when earned.

E. PROMOTION

When an employee is promoted, the employee shall receive a six percent increase in salary in addition to the benefits for which the employee would otherwise be entitled. Promotions will be granted on September 1st of the year immediately following the announcement.

F. INSURANCE

1. (a) The employer will provide the Jefferson-Lewis School Employees Health Plan. The employer agrees to contribute 100% of the cost of the individual and family plan. In the event the County provides an alternate health care plan for its employees, it will advise and confer with the Faculty Association on the details of the plan. The County reserves the right to re-open this section of the contract during the life of the agreement.

   (b) The County agrees to pay Health Insurance premiums upon retirement for employees hired after April 1, 1975, provided that the employee has a minimum of ten (10) years of service and is employed by the County at the time of retirement.

2. Disability - The employer shall provide the T.I.A.A. - C.R.E.F. disability insurance plan to each member of the bargaining unit and shall pay 100% of the premium cost. This plan provides benefits which begin on the first month following six consecutive months of total disability and continue during such disability until age 65 or until death occurs.

F. INSURANCE (continued)

2. Disability (continued)
For a disability beginning after age 60, benefits will be payable for five years or to age 70, whichever is earlier. The monthly income benefit, which includes any income benefits payable by Social Security and Worker's Compensation, shall be equal to 60% of monthly salary to a maximum benefit of $2,000.

3. The employer shall provide $25,000 of term life insurance to each member of the bargaining unit and shall pay 100% of the premium cost.

G. RETIREMENT/RETIREMENT INCENTIVE

Present coverage by the New York State Teachers' Retirement System, the Teachers' Insurance and Annuity Association of America and the New York State Employees' Retirement System, which are presently in full force and effect, shall be continued.

Employees with at least ten years' full-time service with the college, who reach age 55 shall be eligible for a retirement incentive equal to 50% of final salary. An irrevocable notice of intent to exercise this option must be submitted in writing to the President by March 1 to be effective September 1, following attainment of age 55. A person age 55 or over who completes ten years of full-time service may exercise this option to be effective on September 1 following completion of ten years of service.

In special cases, the President may postpone the effective date of an employee's retirement under this provision for up to one year.

H. PROFESSIONAL BENEFITS

1. An amount equal to the number of full-time professional staff members, except those on temporary appointment, multiplied by $300 each year for the life of the agreement, shall be appropriated for use by all employees for authorized travel, approved tuition costs and other approved expenses for continuing education, and expenses connected with attending professional meetings and conferences. Expenses eligible for reimbursement shall be as follows:

   (a) All necessary expenses for approved travel not connected with a continuing education plan up to $400 per conference or meeting.
   (b) Expenses connected with an approved continuing education plan in the following categories:

      (i) Tuition and fees if rejected for coverage by SUNY tuition waiver.
      (ii) Books and other course materials.
      (iii) A maximum of $400 for travel, meals, and lodging.

2. Each claimant shall be reimbursed in full for eligible expenses up to $300 upon submission of required forms and receipts and evidence of completion of approved courses/programs for which reimbursement is required.

H. PROFESSIONAL BENEFITS (continued)

3. As of August 1st each year, each employee's remaining reimbursement will be determined by dividing his unpaid eligible expenses by total unpaid eligible expenses, and multiplying by the amount remaining in the fund. In no event may an individual's reimbursement exceed unpaid expenses or may total reimbursement under this section exceed $1000.

4. The county shall continue to appropriate funds to provide a division or department with professional journals which the chairperson determines to be relevant to an employee's area of specialization and of benefit to the college.

5. Employees of the college may enroll in courses offered by the college without charge within the limits of the funds provided for this purpose in the college budget. They may also audit credit courses on a space available basis without charge, but no transcript record will result from such audits.

6. Employees may use a college vehicle if approved by the Dean of Administration; a travel charge equal to 75 percent of the current mileage reimbursement rate will be made to the employee's professional benefits account.

I. PAY PERIODS

1. Employee salaries shall be paid by check in twenty-six (26) or twenty (20) bi-weekly installments.

2. Upon one (1) month's written request, employees on an academic year appointment may receive the unpaid portion of their annual salary effective on the last pay period of their annual work cycle.

J. SUBSTITUTE TEACHING

A full-time faculty member who substitutes for a faculty member on an approved absence shall be compensated at an hourly rate equal to one-fifteenth (1/15th) the overload compensation rate the substitute faculty member would receive for overload teaching of the course.

Compensation will be provided retro-active to the first day for all substitutions beyond two successive meetings of the course for courses meeting more than once per week and after one meeting of courses meeting only once per week.

Substitute teaching assignments requiring compensation by the college shall first be approved by the President or a designee.

A faculty member is not obligated to provide substitute instructional services for another member of the faculty.

ARTICLE V

COMPENSATION

K. STIPENDS FOR DIVISION, DEPARTMENT CHAIRPERSONS AND DIRECTOR OF ATHLETICS

To compensate for those duties which, by necessity, must be performed outside the normal work day or work year, Division Chairpersons shall be paid an annual stipend of $1,600, and Department Chairpersons and the Director of Athletics shall be paid an annual stipend of $1,400. Such stipends will not be considered as part of salary for purposes of determining compensation while on Sabbatical Leave.

L. PAYMENT FOR SUMMER ASSIGNMENTS

Employees, other than Division Chairpersons, Department Chairpersons and Director of Athletics, who are called in to work at registration sessions during off-duty time between graduation and the reporting date for the fall semester shall receive payment of $10 per hour subject to a minimum payment of $50.

M. FRINGE BENEFITS WHILE ON SABBATICAL

The college shall continue to provide all fringe benefits at full value for employees on Sabbatical Leave except as noted in Article VI-B (7).

N. PARKING

The Association recognized the need for promulgation of traffic and parking regulations by the Board of Trustees to insure safe and orderly vehicular flow on campus and agrees to assure compliance by all persons covered by this agreement.

O. PERFORMANCE AWARD

An amount of $14,000 shall be provided effective each September 1st for the life of the agreement for awards to persons covered by this agreement cited by their supervisors for outstanding performance during the preceding year.

Awards in the amount of $700 each shall be made according to eligibility and evaluation criteria developed between the Association and the Administration and set forth in separate Memorandum of Agreement.

An award shall become part of the recipient's base salary to the extent that it can cause that salary to go beyond the current salary schedule maximum to a limit of $200. That portion of an award that exceeds the maximum beyond $200 shall be a bonus during the year awarded only. A person recommended for promotion by the Academic Conference, but not promoted, may receive an award as part of the base salary even though the maximum is exceeded. Awards may be received in consecutive years but not in the same year as a promotion.

Performance awards shall be determined by May 1. Funds shall be allocated proportionately based on the number of employees in specified organizational units.

ARTICLE VI

LEAVES

A. SICK LEAVE

1. Employees who are unable to perform their duties due to illness or accident shall be granted sick leave at regular compensation to the limit of their sick leave accruals up to a maximum of six (6) months for a single disability.

2. In no event shall an employee's sick leave accruals exceed the following:

	.....Duration of Employee Work Year.....		
	Academic Year	College Year	Administrative Year
Sick days accrued per year	16	21	23
Maximum accrued sick days	126	166	180

3. Each employee shall receive annual notification from the Business Office of accumulated sick leave credits.

4. Sick leave credits will be earned proportionately throughout the work year in accordance with the table set forth in Paragraph 2. Credits standing to employee accounts will be retained. Sick leave credits are not earned while an employee is on sabbatical leave or leave without pay.

5. Credits earned will be accumulated up to a maximum of 180 days in the event an employee changes from one work year duration to another. Employees who make such a change (i.e.: academic year to college year) will accrue sick leave at the rate applicable to the new employment category effective with the change in employment classification. The maximum number of sick leave days available for a period of disability will be governed by the classification of appointment held by the employee at the time the disability commences.

6. After an employee has exhausted all sick leave accruals or receives benefits from the Disability Insurance Plan as specified in Item 8 herein, the employee's salary shall be suspended should the absence continue. The College shall have no further obligation to such employee after two academic years following the academic year in which the disability begins.

7. If an employee is eligible for compensation under the College's Disability Insurance Plan, such compensation will start on the first (1st) of the month after total disability has continued for six (6) consecutive months.

8. A physician's certificate may be required for any absence due to illness or injury and an examination may be required in instances of extended disability. Charges by physicians for such required certificates and/or examinations will be borne by the College.

ARTICLE VI

LEAVES

A. SICK LEAVE (continued)

9. In addition to personal illness of the employee, absence due to death or serious illness in the employee's immediate family may be charged against sick leave accruals to a maximum of fifteen (15) days per year. For the purpose of this section, immediate family shall include, in addition to the employee's spouse and their children, the brothers, sisters, parents and grandparents of both.

10. Sick Leave Bank

There shall be a voluntary sick leave bank available to all unit employees and administered by the College. Employees covered by this agreement may become members of the bank by annually donating two of their own accumulated sick leave days to the bank. Such donations shall be made each year by September 30th, or in the case of a new employee, at the time of employment. Contributions will cease when the sick bank reaches a limit of 300 days. Membership in the sick leave bank shall continue until the member notifies the College of his/her voluntary withdrawal.

The privileges of the sick leave bank shall be available to full-time members who suffer prolonged illness and whose sick leave accruals have been exhausted (normal maternity disability will be excluded from coverage by the bank). Upon approval by the College and the Faculty Association of an application for benefits under the sick leave bank (such applications shall include verification by a physician) a member with three years or less at the College shall be entitled to draw up to 50 days against the sick leave bank. A full-time member covered by this agreement with more than three years of service at the College may be permitted, with adequate justification, to draw up to 100 days against the bank after his/her own sick leave accruals have been exhausted. In no case will an employee be allowed to draw from the sick bank after they are eligible for disability insurance payments under Article V (F-2).

Employees enrolled in the sick leave bank who have exhausted their sick leave accruals shall make contributions to the bank at such time as their accruals allow.

The College shall provide the Association with a statement of sick leave days available in the sick leave bank as of August 31st and February 1st. Balance of sick leave days remaining in the bank on August 31st shall be carried over for use in the following year, September 1 through August 31.

Disputes arising over sick leave bank benefits will be handled as follows:

A committee will be formed consisting of one person from the College, one person from the Association, and a third person picked at random from two names submitted by the College and two names submitted by the Associati

ARTICLE VI

LEAVES

A. SICK LEAVE (continued)

10. Sick Leave Bank (continued)

One member of the committee will issue the committee's ruling and communicate to all parties within 3 days following the review. This decision will be non-grievable and non-arbitrable.

B. SABBATICAL LEAVE

1. Sabbatical leaves for professional development may be made available to full-time employees who meet requirements set forth in this section. Priority for granting such leaves shall be based upon the professional development to be achieved and its resulting value to the College.

2. Sabbatical leaves shall be granted for formal education, research, study, writing, or other experiences of professional value to the individual and the College.

3. Funding for approved sabbatical leaves shall be provided for a minimum of 5% of the full-time employees covered by this agreement, rounded to the next lower whole number. A formal commitment of funding for replacement personnel shall be made by the County.

4. Employees who have completed at least six (6) consecutive years of service since the date of their original appointment or return from their last sabbatical leave shall be eligible. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included; periods of leave of absence without salary and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

5. Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the professional staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants in aid, or earned income to assist in accomplishing the purposes of their leaves. In such cases, the President may adjust the sabbatical leave salary to reflect such income either prior to or during the period of such leave, but the sabbatical leave salary shall not be decreased if the total earnings are less than full salary.

6. Application for sabbatical leave shall be made on the forms prescribed for this purpose and submitted to the office of the President as far in advance as possible of the requested effective date of the leave, but in no case later than January 31 of the academic year preceeding the year within which the leave is to be taken. Upon their return, sabbatical leave recipients will submit to the President a report of their accomplishments while on sabbatical leave.

B. SABBATICAL LEAVE (continued)

7. Vacation leave and sick leave credits are not accrued during a sabbatical leave.

8. If a sabbatical request is denied, reasons for denial will be supplied in writing to the staff member by the Office of the President.

C. CHILD CARE LEAVE

1. The President may grant leave without salary for a period up to one year to employees, regardless of sex, upon the birth of a child or adoption of a preschool age child. If both parents are employees, they may not have concurrent leaves but may split the leave into two separate blocks of leave with each entitled to one continuous period of leave. The total may not exceed one year nor extend more than one year beyond the date of delivery or placement of an adoptive child. Leaves for teachers may not cover only part of an academic semester.

D. OTHER LEAVES

1. The President may grant a leave of absence for a period not to exceed one year for unusual circumstances. The provisions for salary, if any, and the dates for approval will vary with the individual case. Provisions of special leaves shall be made with consultation with the Faculty Association President.

2. Application for such leaves shall be submitted to the President as far in advance as possible, but no later than January 31 prior to the academic year in which the leave is to be taken.

3. Vacation leave and sick leave credits are not accrued during a leave without salary.

4. Employees on sabbatical leave or an educational leave of absence without salary will receive all increases in salary and benefits to which they normally would be entitled, providing they satisfactorily achieve the objectives for which the leave was granted. The College will continue to provide office space for members on leave on a "space available" basis. These provisions shall not apply beyond 12 months unless extended by the Board of Trustees.

5. Employees on a leave of absence without salary may continue to participate in group insurance plans at their own expense.

ARTICLE VII

POSITION VACANCIES

A. NOTICE OF VACANCIES

Notice of all vacancies shall be publicized by the College. When vacancies occur during the period from June 1 to September 1, written notification shall be mailed to the President of the Faculty Association or a designee.

B. REVIEW OF CANDIDATES

1. In the case of appointments to the Teaching Faculty or the NTP staff and for appointments of a Department Chairperson, the Administration shall seek the advice and assistance of the appropriate employees.

2. In the case of appointment of a President or Dean, an ad hoc advisory committee shall be formed for each vacancy. The Association shall provide a list of at least four employee representatives from which the chairperson of the Board of Trustees will select two members to serve on the ad hoc committee.

3. In the case of appointment of an Academic Division Chairperson, an ad hoc advisory committee shall be formed. This committee shall consist of the following members:

   a. Two faculty from the division, neither of whom may hold an initial or temporary appointment and one of whom must hold continuing appointment, elected by vote of the faculty members of the division.

   b. One out-of-division Academic Division Chairperson selected by vote of the Academic Division Chairpersons.

The committee shall coordinate their activities with the Academic Dean and recommend acceptable candidates.

ARTICLE VIII

APPOINTMENTS TO PROFESSIONAL STAFF

A. TEMPORARY APPOINTMENT:

A temporary appointment shall be an appointment to the professional staff for an unspecified period which may be terminated at any time. Such appointments ordinarily shall be given only when service is to be part-time, voluntary, or to continue for one year or less.

If an employee, upon completing a one-year temporary appointment, is continued in the same position, the temporary appointment will be retroactively considered as an initial appointment for the purpose of fulfilling the requirements toward a continuing appointment.

B. PROVISIONAL APPOINTMENT:

A provisional appointment shall be a full-time appointment to the professional staff for a period of one year which shall expire automatically at the end of that period. It shall be used for appointment of a person who does not meet the minimum academic requirements for the position.

Provisional appointments shall accumulate regardless of title and grade for the purpose of fulfilling requirements toward a continuing appointment when appropriate academic credentials are presented.

C. INITIAL APPOINTMENT:

An initial appointment shall be a full-time appointment to the professional staff for a period of one year which shall expire automatically at the end of that period.

D. TERM APPOINTMENT:

A term appointment shall be an appointment to the professional staff for a period of one year which shall expire automatically at the end of that period. Employees reappointed at the end of an initial appointment shall receive a term appointment. Employees are limited to one term appointment as professor, two term appointments as associate professor, three term appointments as assistant professor, three term appointments as instructor, or three term appointments in a non-teaching professional title specified herein.

Term appointments shall accumulate regardless of rank for the purpose of fulfilling requirements toward a continuing appointment.

E. CONTINUING APPOINTMENT:

1. A continuing appointment shall be an appointment to the professional staff for an indefinite period which, once granted, shall not be affected by changes in rank. Reappointment at the end of the first term appointment for a professor, the second term appointment for an associate professor, the third term appointment for an assistant professor and instructor, and the third term appointment for a non-teaching professional employee shall be a continuing appointment.

ARTICLE VIII

APPOINTMENTS TO PROFESSIONAL STAFF

E. CONTINUING APPOINTMENT (continued)

2. Continuing appointment may be given to an employee concurrent with appointment to a position not covered by this agreement, but such continuing appointment shall apply only to the covered position.

   An employee who accepts an appointment not covered by this agreement shall continue to retain a continuing appointment already earned in a covered position for a period not to exceed three years.

3. Continuing appointments granted or held by non-teaching professional personnel shall apply only to the division of the College to which they are appointed or serve and not to a specific job title. After consultation with the employee, reassignment to a new title may occur if the employee meets the criteria for appointment in the new title.

4. Employees holding continuing appointment who move from one division or department to another, by choice, will be eligible for continuing appointment in the new division or department in not less than one nor more than three years. Upon accepting continuing appointment in the new assignment, all rights in the former division or department will be forfeited and the new seniority date will be the initial date of appointment to the new position.

   Employees holding term appointments who make such a voluntary move will be eligible for continuing appointment in not less than one nor more than three years and seniority will date from the appointment date in the new division.

   In addition to satisfactory job performance, continuing appointment shall be dependent upon attainment of those credentials agreed upon to effect the transfer.

5. Persons with provisional appointment shall be ineligible for continuing appointment.

6. Employees possessing the necessary experience for appointment to a non-teaching professional title but lacking expected credentials for the position shall be ineligible for continuing appointment.

F. NOTICE OF APPOINTMENT:

The President shall notify employees in writing by March 15, subject to final budget approval, of their appointments, reappointments and promotion.

ARTICLE IX

EMPLOYEE WORKLOAD

A. ACADEMICALLY RANKED CLASSROOM TEACHING FACULTY

1. Work Year and Academic Calendar:

(a) The normal work year for academically ranked, classroom teaching faculty shall not exceed one hundred sixty six (166) duty days, including no more than one hundred fifty four (154) instructional days. Specific College calendars and any alterations thereto containing dates for classroom instruction, registration, orientation, professional improvement meetings, and examination periods will be developed through the College's internal governance procedure, including consultation with the Association, and will be published by the College.

The annual academic calendar will be constructed to provide for two semesters of equal length with the fall semester, including examination periods, ending no later than December 23 and the spring semester, including examination periods, ending with Commencement which shall be held no later than the Sunday preceding Memorial Day.

(b) Commencement - All professional service personnel shall attend commencement exercises unless specifically excused by the Academic Dean. Full-time teaching faculty, upon completion of their assigned duties, shall not be required to be present at the College after graduation.

2. Work Week: The normal work week of the faculty shall be five (5) days, Monday through Friday.

3. College Day:

(a) Jefferson Community College will operate under the "one College" concept in that classes shall be scheduled between 8:00 a.m. and 10:00 p.m.

(b) There shall be at least eleven (11) hours between the end of an employee's last class of the day and the beginning of the first class of the next day unless otherwise agreed upon by the employee, the Division Chairperson, and the Academic Dean. This provision will not apply when voluntary overload courses constitute the "last class of the day."

4. Office Hours: Faculty shall file with the Division Chairperson and Academic Dean, post, and maintain a schedule of at least five (5) office hours per week for student consultation.

5. Maximum Teaching Assignments:

(a) Faculty members may be assigned, inclusive of the fall and spring semesters up to:

ACADEMICALLY RANKED CLASSROOM TEACHING FACULTY (continued)

5. Maximum Teaching Assignments: (continued)

(1) Thirty (30) credit hours per year
(2) Thirty-six (36) contact hours per year
(3) Eighteen (18) contact hours per semester
(4) One thousand fifty (1,050) student contact hours per year

(b) For assignments in excess of the foregoing overload compensation shall be paid in accordance with the following schedule:

Overload compensation shall be $315 per contact hour for those with less than six (6) semesters of regular or extra service teaching at the college, and $392 per contact hour for those with six (6) or more semesters of regular or extra service teaching at the college. Employees with previous teaching experience at another school (s) may apply through their immediate supervisor to the Academic Dean and/or Dean of Continuing Education for a determination of the equivalency of such experience.

Overload compensation for those annually exceeding the one thousand fifty (1,050) student contact hours shall be as follows:

1,051 - 1,101 student contact hours: Lump sum payment of 1.5 X base.
1,102 - 1,155 student contact hours: Lump sum payment of 3.0 X base.
1,156 - 1,206 student contact hours: Lump sum payment of 4.5 X base.
1,207 - 1,260 student contact hours: Lump sum payment of 6.0 X base.

Base shall be $315 for faculty members on temporary or initial appointments and $392 for faculty members on term or continuing appointments. The determination of student contact hours shall be based on the official roster at the end of the third week of each semester.

There shall be no duplication of payment for credit hour, contact hour, or student contact hour overload. The employee shall have the option of selecting the limit definition for purposes of determining overload.

(c) Faculty members who are teaching mass lectures, independent of the assistance of other faculty, will have their maximum yearly teaching assignments reduced as follows:

(1) When the maximum teaching assignment is based on thirty credit hours per year, this will be reduced by three credit hours for each mass lecture taught per semester.

(2) When the maximum teaching assignment is based on thirty-six contact hours per year, this will be reduced by three contact hours for each mass lecture taught per semester.

ACADEMICALLY RANKED CLASSROOM TEACHING FACULTY (continued)

5. Maximum Teaching Assignments: (continued)

Mass lecturing is defined as instruction by a single faculty member of fifty or more students in a class. It does not apply in lecture/recitation courses where one or more sessions utilize combined mass lecturing with remaining session(s) subdivided into small groups.

(d) An optional overload, voluntary on the part of the faculty member, shall be permitted beyond the limitations set forth in Section 5 (a) of this Article. Faculty members appointed to such assignments shall be compensated at the overload salary rate set forth in Section 5(b) hereof. The college will publicize openings for voluntary overload assignments to the divisions as early as possible. Interested full-time faculty will be given priority consideration for these assignments through consultation between the supervising dean and division chairperson.

(e) As part of a faculty member's regular teaching load, faculty members may be assigned:

(1) Two (2) off-campus assignments per semester;

(2) Non-credit community services courses in the area of the faculty member's instructional competence;

(3) Evening courses

(f) Faculty who teach at least 24 credit hours or 26 contact hours per academic year, exclusive of summer session assignments, are considered full-time if the load continues beyond one year.

(g) If an employee's teaching assignment is less than fifteen (15) contact hours per semester, the employee may be assigned to another department or division.

(h) The maximum annual teaching load for division chairperson shall be fifteen (15) credit hours or eighteen (18) contact hours, for department chairperson twenty-four (24) credit hours or twenty-nine (29) contact hours and for Director of Athletics twenty-one (21) credit hours or twenty-six (26) contact hours.

(i) There may be a reduction in teaching load for an excessive number of different courses taught (four or more), a new preparation, or assigned administrative duties. Such reduction will be determined by the immediate supervisor with the approval of the Academic Dean.

ARTICLE IX

EMPLOYEE WORKLOAD

ACADEMICALLY RANKED CLASSROOM TEACHING FACULTY (continued)

5. Maximum Teaching Assignments: (continued)

(j) The maximum teaching load per semester inclusive of all overloads, assigned and voluntary, will not exceed 24 contact hours or 21 credit hours. This maximum will be reduced by any credit or contact hour reduction granted under (c) or (i) above.

6. Definitions

(1) A contact hour is a 50 minute period whereby one is required to supervise and/or instruct students.

(2) A student contact hour equals one (1) contact hour per student for each instructional hour per week.

e.g. - 35 students x 3 hours/week = 105 student contact hours.

7. Student to Faculty Ratio:

The Association agrees that in cooperation with the college it will take whatever steps may be necessary to maintain a student to faculty ratio of at least 18.5 to 1.

The college agrees to keep the Association informed of enrollment projections and actual enrollments at all times. The college further agrees to alert the Association as far in advance as possible whenever it appears that the aforementioned ratios may be in jeopardy and whenever appropriate corrective action cannot be achieved through normal management procedures.

8. Student Aides:

(1) Funds shall be provided by the college for the purpose of employing student aides. Such students may assume responsibility for assisting and checking assignments, Audio-Visual preparations, lecture demonstrations and other tasks assigned by the instructor deemed helpful in augmenting teaching effectiveness.

(2) Each instructor desiring the use of a student aide shall submit in writing to the Academic Dean reasons for requesting a student aide and the responsibilities to be assumed.

(3) Student aide positions are managed by the Director of Financial Aids with whom instructors must consult in the selection of a student.

(4) Approvals of student aide requests will be limited by the funds available for the purpose.

ACADEMICALLY RANKED CLASSROOM TEACHING FACULTY (continued)

9. Registration Week:

   (1) The college shall provide sufficient clerical assistance to relieve faculty of clerical responsibilities during this period. It shall be the duty of the teaching faculty to perform all advising tasks assigned during this period.

10. Full-time faculty members teaching at off-campus sites (excluding City of Watertown and B.O.C.E.S.) will be paid $100 per semester per course for a site under 25 miles one-way from the college and $150 per semester per course for a site over 25 miles one-way from the college. Payment will be made for more than one course at the same site in the same semester if additional travel is required for the extra course(s).

B. NON-TEACHING PROFESSIONALS

1. Definition:

   Non-teaching professionals are members of the professional staff whose primary assignment is other than teaching. Non-teaching professionals support formal classroom activities by providing learning/educational opportunities outside the traditional classroom and by providing administrative services. Non-teaching professional titles shall not be academically ranked.

2. Appointment Year:

   Persons with appointments to non-teaching professional titles shall be assigned to one of the following work year schedules:

   (a) Administrative year appointment - Employees shall receive 21 days of vacation for 1 to 10 years of employment, 23 days of vacation after 10 full years of employment, and 25 days of vacation after 15 full years of employment. Employees shall also receive 12 paid holidays.

   (b) College year appointment - Employees shall receive 35 days of vacation for 1 to 10 years of employment, 37 days of vacation after 10 full years of employment, and 39 days of vacation after 15 full years of employment. Employees shall also receive 12 paid holidays.

   (c) Non-teaching professionals may carry over up to 10 days of vacation per year and accumulate up to a total of 10 days vacation.

3. Professional duties, obligations and responsibilities of non-teaching professionals may be redefined by the President after consultation with the supervisor and individual involved. Changes in salaries or groupings may be made by the college when job responsibilities are changed or positions vacated.

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NON-TEACHING PROFESSIONALS (continued)

4. Approval of all employees' schedules shall be the responsibility of the Dean charged with supervision of the division. It is expected that each employee will work a thirty-five (35) hour week to fulfill the requirements of the job and it is further expected that the daily schedule will be flexible to meet the needs of the college.

C. RECORDS OF ABSENCES

This Article outlines the annual work year of all employees with specific work schedules to be determined by an employee's supervisor. Supervisors will submit to the Business Office each month a record of sick leave, vacation, and unauthorized absences from the campus on prescribed forms. Employees will certify the accuracy of the absence report when requested. Absences will be charged against leave accruals at a rate determined by the immediate supervisor.

ARTICLE X

CONTINUING EDUCATION/STAFF DEVELOPMENT

A. CONTINUING EDUCATION

It is the professional responsibility of each employee to keep current in his/her discipline or field of specialization.

B. STAFF DEVELOPMENT

Staff development grants will be made available to individuals and/or groups covered by this agreement for curriculum development or research. An amount of $4,000 will be obligated for this purpose on September 1, 1986 and September 1, 1987. The amount of each grant will be determined by the President of the College after recommendation from the Staff Development Committee. The Committee shall be composed of three persons elected by the Faculty Association and three Deans or their representatives. The Committee shall elect a Chairperson, review all applications, and make recommendations to the President subject to his/her approval.

ARTICLE XI

QUALIFICATIONS FOR ACADEMIC RANK AND NON-TEACHING TITLES

A. MINIMUM QUALIFICATIONS FOR ACADEMIC RANK

At the time of initial appointment or to be eligible for promotion, members of the academic staff must meet the following minimum requirements for each rank:

Rank	Requirements
Professor	An earned doctorate with thirty (30) graduate credits in the field of specialization and six (6) years experience in higher education (or its equivalent). or Sixty (60) credit hours beyond the bachelor's degree including a master's degree & thirty (30) graduate credits in the field of specialization plus ten (10) years experience in higher education (or its equivalent).
Associate Professor	An earned doctorate with thirty (30) graduate credits in the field of specialization and two (2) years experience in higher education (or its equivalent). or Forty-five (45) hours credit beyond the bachelor's degree including a master's degree and twenty (20) graduate hours in the field of specialization plus six (6) years experience in higher education (or its equivalent).
Assistant Professor	A master's degree with a major concentration of credits in the field of specialization and two (2) years experience in higher education (or its equivalent).
Instructor	A minimum of a master's degree with a major concentration in the field of specialization.
Lecturer	Individuals possessing the necessary expertis to teach a given discipline but lacking the credentials to qualify for a given academic rank.

ARTICLE XI

QUALIFICATIONS FOR ACADEMIC RANK AND NON-TEACHING TITLES

B. PROMOTION:

The qualifications for promotion listed above are minimal requirements, and it should be understood that the simple achievement of these qualifications will not, in and of itself, assure promotion to the next rank. Promotions, especially at the higher ranks, will be based on such factors as superior teaching, professional growth, student advising, and the overall contributions to the College and the community it serves.

C. OTHER EXPERIENCE:

Experience in teaching at other than college level and professional experience in business or industry may be recognized when such experience is appropriately related to the individual's academic assignment at the College. This experience is equated on the basis of its relevance to the academic assignment, and normally no more than two (2) years of college teaching experience shall be equated for three (3) years of other professional experiences.

D. MINIMUM QUALIFICATIONS FOR NON-TEACHING TITLES:

The employer agrees to provide promotional opportunities for non-teaching professionals. The College administration agrees to confer with the Faculty Association regarding minimum qualifications for professional training and experience to be used in establishing eligibility for these promotions. This criteria will be outlined in a separate Memorandum of Agreement within ninety days after the formal ratification of this contract.

E. WAIVER OF REQUIREMENTS:

(a) The Trustees, upon recommendation of the President, may waive minimum requirements heretofore described.

(b) If the Trustees waive the minimum requirements, the President of the College shall notify the President of the Faculty Association, in writing of the decision and the reason(s) thereof.

ARTICLE XII

TERMINATION OF SERVICE

A. TERMINATION AT WILL

Employees having temporary or initial appointments may be terminated at will by the President notwithstanding any other provisions of this agreement. There shall be no right of appeal from such termination.

B. AUTOMATIC TERMINATION

1. The services of employees having term appointments shall cease automatically at the end of the specified term.

2. In the event of a decision not to renew a term appointment, the employee shall be informed of the decision in writing and, if requested, shall, receive a written statement of the reasons.

C. TERMINATION (RETIREMENT) FOR REASON OF AGE

Employees shall be retired and their services terminated on August 31 following their reaching age seventy (70). Services of any employee may be continued on a term appointment basis after age seventy (70) by approval of the President.

D. TERMINATION BY RETRENCHMENT

1. In cases where economic necessity or changes in academic or student services programming require a reduction in the number of employees, the college will give employees thus affected notice thereof no later than six (6) months prior to the effective date of retrenchment. Retrenchment shall not be utilized in lieu of termination for cause.

2. Where retrenchment appears necessary, the President shall consult with the Executive Committee of the Association to consider possible solutions. Attrition shall be utilized first to reduce staff. Part-time employees shall be retrenched before full-time personnel.

3. There shall be no retrenchment of current employees with continuing appointment as a result of administrators, who are not members of the unit, returning to full-time teaching or non-teaching professional status, unless the administrator held a non-administrative position within the last three years.

4. Existing employees will not be retrenched in the event of the employers contracting out work previously performed by employees in the bargaining unit.

5. Where further retrenchment is necessary, affected employees within a given department (Physical Education, Nursing and Library), or division shall be terminated in the inverse order of their seniority in the division to the extent that qualifications necessary to carry out the responsibilities of the department or division permit.

TERMINATION BY RETRENCHMENT (continued)

6. If a vacancy occurs, retrenched employees, who held continuing appointment and who qualify for the position, shall be given priority consideration for employment. Should the academic credentials of the person being considered for reassignment fall short of expectations, the College shall define those which must be earned to effect the transfer.

   Employees considered for reassignment must have, or be willing to obtain, all academic credentials normally expected of employees in that position. Employees may earn the necessary credits through the regular "continuing education" process.

   Following reassignment of retrenched employees, continuing appointment in the new position may be granted in not less than one nor more than three years. In addition to satisfactory job performance, continuing appointment shall be dependent upon meeting the academic requirements enumerated at the time the reassignment was made.

   Once a continuing appointment has been granted in the new position, the effective seniority date for employees reassigned following retrenchment shall be the date when first appointed to the college on a full-time basis.

7. Retrenched employees shall be placed on leaves of absence with no obligation to rehire after the expiration of three years. Each employee placed on leave of absence as aforementioned shall be reinstated in inverse order of their placement on leave of absence for any vacancy for which qualifications are met. Part-time employment at the College during this leave of absence shall be prorated to determine eligibility for longevity benefit.

8. The College shall notify qualified employees on leave of absence of subsequent vacancies by certified mail to the last address registered by the employee at the President's office. No new appointments, except on a temporary basis, shall be made within thirty (30) days from the mailing of such notification. No appointment of new faculty members shall be made until all those on leave of absence qualified for the vacancy have been given an opportunity to be reemployed. If an employee does not return to work at the specified time, the College shall have no further employment obligation except when an employee, who has given notice of intent to return, is prevented from doing so because of illness or some emergency. The leave would be extended once for a period not to exceed one year.

9. The returning employee shall retain seniority and all credits toward sabbatical leave, sick leave and experience for salary purposes earned prior to layoff. Experience gained during layoff shall be evaluated for salary purposes upon reemployment.

TERMINATION BY RETRENCHMENT (continued)

10. In the implementation of this contract, any change of status of a full-time professional staff member on continuing appointment to any status less than full-time will be considered a retrenchment.

E. TERMINATION FOR CAUSE

1. Services of employees with term or continuing appointments may be terminated at any time for cause, which shall include inadequate performance of duties due to mental or physical incapacity evidenced by appropriate medical advice, incompetence, or unprofessional behavior as evidenced by a violation of the Code of Ethics previously agreed to by the Association and the Board.

2. When the President has information or receives a complaint against a member of the professional staff which, if true, might serve as grounds for dismissal for cause, he shall discuss it with the person concerned and shall make whatever further investigation he deems appropriate. If the President determines, after making investigation, that further action is warranted, he shall confer with the individual. Thereupon, if the President deems further steps necessary, he shall present a formal statement of charges against the individual.

ARTICLE XIII

EVALUATION

Lecturers, instructors, and employees without continuing appointment shall be evaluated annually. Assistant professors, associate professors, and employees with continuing appointment shall be evaluated bi-annually. Professors and the Head Librarian shall be evaluated every three years. Employees shall be provided with copies of all evaluative materials which are placed in the personnel files.

Upon written request, employees may review their personnel files in the President's office between 9:00 a.m. and 3:30 p.m. on any working day.

Materials provided to the College on a confidential basis, such as letters of reference, placement records containing references from outside sources and transcripts restricted by the sending institution, shall not be made available to employees.

Employees have the right of responding to any materials contained in their personnel files and to have such response placed in their files. Employees may add any materials to their personnel files which are pertinent to their employment history.

ARTICLE XIV

MISCELLANEOUS

A. REQUIREMENT OF LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

B. SAVINGS CLAUSE

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this agreement, and/or any application of the agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

C. REPRISALS PROHIBITED

There will be no reprisals of any kind taken against an employee by reason of membership in the Association, or participation in any of its activities.

D. AMENDMENTS TO AGREEMENT

This agreement may be altered only through the voluntary, mutual consent of all parties in a written and signed amendment to the agreement.

E. NON-DISCRIMINATORY APPLICATION

The provisions of this Agreement shall be applied equally to all employees eligible for coverage thereunder without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, political affiliation or for any reason whatsoever. The Association shall cooperate with the college in implementing this provision.

F. MAINTENANCE OF STANDARDS

All benefits and rights heretofore provided by work rules and regulations, resolutions and local laws, and not specifically provided hereunder shall continue in effect.

G. INDIVIDUAL AGREEMENTS

Any individual arrangement, agreement, or contract between the Board of Supervisors, Board of Trustees or the college, and an individual covered by this agreement, heretofore or subsequently executed, shall be subject to consultation with the Faculty Association President and consistent with the terms of the contract.

ARTICLE XIV

MISCELLANEOUS

H. PRINTING OF AGREEMENT

Copies of this agreement shall be printed at the expense of the County and given to all members of the unit now employed or hereafter employed by the College.

I. MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this agreement, the County and the College hereby retain and reserve unto themselves all rights, power, authority, duties and responsibilities conferred and vested in them by law and the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies.

DURATION OF AGREEMENT

A. This agreement shall be in effect as of September 1st, 1985 and shall continue in effect through August 31, 1988.

B. This agreement constitutes the entire agreement between the parties.

In Witness Whereof the parties hereto have hereunder set their hands and seals this third day of September, 1985.

FACULTY ASSOCIATION	JEFFERSON COUNTY BOARD OF SUPERVISORS	JEFFERSON COMMUNITY COLLEGE BOARD OF TRUSTEES
Richard F. Young President, Faculty Association	W. Dougherty Howland Chairman, Board of Supervisors	Margaret H. Lewis Chairman, Board of Trustees
Terry Sawma Member, Negotiating Committee	Theodore Rand Chairman, Personnel Committee	Walter H. Brewer Chairman, Negotiating Committee
James H. Cox Member, Negotiating Committee	Stephen Miller Negotiator, Personnel Director	Wesley H. Bunnell Jr. Member, Negotiating Committee
Kenneth Tiffin Member, Negotiating Committee	Donald E. Jarrett Member, Personnel Committee	John T. Mitchell Dean of Administration
Terry L. Childs Member, Negotiating Committee	Donald Gould Member, Personnel Committee	
Jerry Fabiano Member, Negotiating Committee	William E. Stowell Member, Personnel Committee	
	Merrill C. Hawkins Member, Personnel Committee	

S. 13

Resolution No. 137

Agreement with Faculty Association/Jefferson Community College

by Supervisor Theodore Rand
Chairman, Personnel Committee

Whereas, The attached agreement between the County of Jefferson and the Faculty Association of the Jefferson Community College has been arrived at through collective negotiations between the Personnel Committee and the representatives of the Faculty Association.

Resolved, Pursuant to Article XIV of the Civil Service Law, this Board does hereby ratify the attached agreement and authorizes and directs the Chairman of the Board of Supervisors to execute the agreement on behalf of the Board.

Seconded by Supervisor Merrill O. Blanchard, Donald E. Jewett, Donald D. Gould, Allen Strasser

STATE OF NEW YORK)
SS.:
COUNTY OF JEFFERSON)

I, the undersigned, Clerk of the Board of Supervisors of the County of Jefferson, New York, do hereby certify that have compared the foregoing copy of Resolution No. 137 of the Board of Supervisors of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 4th day of September, 1985, and that the same is a true and correct copy of such Resolution and of the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 4th day of September, 19 85.

784

James A. Bennett

Clerk Board of Supervisors
Jefferson County

A G R E E M E N T

Dated: February , 1985

Effective: September 1, 1984

Term: September 1, 1984 - August 31, 1988

By and Between

THE COUNTY OF ONEIDA and THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE (hereinafter collectively referred to as the "College" or "Employer", individually referred to as the "County" or "Board")

and

THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION (hereinafter referred to as the "Association").

CC 59
TA 0118

AGREEMENT

Dated: February , 1985

Effective: September 1, 1984

Term: September 1, 1984 - August 31, 1988

MAR 25 1985

By and Between

THE COUNTY OF ONEIDA and THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE (hereinafter collectively referred to as the "College" or "Employer", individually referred to as the "County" or "Board")

and

THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1 - Recognition

The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those employees in a bargaining unit at Mohawk Valley Community College comprised of full-time teaching employees and those non-teaching employees inclusive of librarians and audio-visual specialist and those titles as set forth below (now or hereafter appointed), and persons of comparable rank and/or title and excluding all other employees of the College for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment, and the settlement of grievances. Such recognition shall remain in effect for the maximum period allowed by law.

Admissions Counselor
Alumni Coordinator
Assistant Director of Admissions
Assistant to Controller
Assistant to Director of Admissions
Assistant to Director of Student Activities
Assistant Registrar
Assistant to Registrar
College Nurse I
College Nurse II
Counselor I
Counselor II
Counselor III
Financial Aid Accountant
Financial Aid Advisor

Financial Aid Assistant	Student Services Specialist II
Graphics Illustrator	Student Services Specialist III
Programmer	Systems Analyst
Programmer Analyst	Technical Assistant
Programmer Trainee	Technical Assistant (Academic)
Scheduling Specialist	Testing Specialist
Senior Programmer	Tutor/Advisor
Student Services Specialist I	Veterans' Coordinator

ARTICLE 2 - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

2.1 Association Membership. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer, or his/her institution of any grievance or complaint under this agreement.

2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations as utilized by the faculty.

2.3 A. Dues Deductions. The Association shall notify the Employer in writing as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each such member and remit said deductions promptly to the Association until otherwise notified in writing by the member.

B. Agency Fee. At such time as the Association shall obtain and for such time as the Association shall maintain membership equal to or in excess of seventy-five percent (75%) of the employees in the bargaining unit, the Association shall be entitled to the benefit of the provisions of the Agency Fee legislation enacted by the 1976-77 session of the New York State Legislature, as may be amended. Determination as to percentage membership shall be made annually as of October 15.

2.4 Contract Distribution. Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.

2.5 Meetings of the Parties. The College and Association shall each appoint three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

2.6 Tuition Waiver. The College agrees to follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York. Prior to the forwarding of the tuition waiver application to the State University of New York such application(s) shall be subject to the review and recommendations of the Staff Development Committee.

Effective the Spring 1985 semester an employee with one (1) or more year's service shall be entitled to tuition waiver for courses taken at Mohawk Valley Community College. Employees and dependents of employees shall each be entitled to tuition waiver of six (6) credit or equivalent hours (academic, vocational, or remedial) per semester after contribution of any tuition assistance for which the dependent is eligible.

Dependents of employees shall, in lieu of the above, each be entitled to one (1) full-time semester per contract year after contribution of any tuition assistance for which the dependent is eligible.

The employee or dependent shall be responsible for all costs in excess of the tuition.

2.7 Parking. The College shall provide adequate parking for bargaining unit members in areas designated by the College. The imposition of a nominal fee for registration of cars, to assist the College in proper policing of parking regulations, does not constitute a contract violation providing that said fee is not selectively applied among employees.

2.8 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, handicapping conditions, national origin or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above.

2.9 Effective 1 September 1985 the College will provide all necessary mechanisms to permit employees who elect coverage under the New York State United Teachers Benefit Trust to pay for such coverage through payroll deductions.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES AND ASSOCIATION RESPONSIBILITIES

3.1 Except as limited by the specific and express terms of this agreement, the College hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.

3.2 The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.

3.3 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board. Faculty recommendations in the area of curriculum shall be through the appropriate divisions and through a college-wide committee of faculty.

ARTICLE 4 - APPOINTMENTS AND PROMOTIONS

4.1 For the purpose of this agreement, a year of service is service for an employment year as defined in 5.3. In the initial year of employment or upon recall from layoff any bargaining unit member whose employment begins no later than October 1 shall be credited a full year of service.

4.2 Continuing and Career Appointments. A continuing appointment is an appointment to a position of academic rank which shall not be affected by changes in such rank and shall continue unless terminated for just cause. A career appointment is an appointment to any unit position not having academic rank which shall continue unless terminated for just cause. Such career appointment survives movement to a higher gradation of the same title. For purposes of this agreement movement from Programmer Trainee to Programmer to Senior Programmer shall be considered movement to a higher gradation of the same title. Career appointment ceases upon appointment to a position of academic rank or to another title.

A. Method of Appointment. All continuing and career appointments shall be made by the Board on the recommendation of the President.

B. Eligibility. All probationary appointees are eligible for continuing or career appointment after one (1) full year of service in academic rank or unit title. Appointees shall be granted a continuing or career appointment not later than the completion of

a term of five (5) years of credited service in academic rank or unit title or their services must be terminated, except as provided in 4.3.C.

C. Consideration for continuing or career appointment is automatic for all probationary employees.

D. Service Credit. The following shall be used in computing years of credited service:

i. Each consecutive appointment to academic rank or unit title;

ii. Periods of leave with salary during appointment periods;

iii. Periods of leave without salary at the discretion of the Board;

iv. Non-consecutive appointments to a maximum of three (3) years.

E. Any eligible person given an appointment with academic rank concurrent with or subsequent to administrative assignment shall acquire a continuing appointment in the same manner as otherwise herein provided, but such continuing appointment shall apply only to the position of academic rank.

F. Retention of Continuing or Career Appointment. An appointment to a college administrative position shall be without loss of continuing or career appointment status in the position of academic rank or unit title held prior to the administrative appointment. An employee with a continuing or career appointment who leaves his/her employment at the College and who is thereafter reemployed in the same or similar position shall return with continuing or career appointment.

G. Procedures. Not later than November 1 of the fifth year of credited service the appropriate College Administrator shall submit a written recommendation with justification as to the candidate to the appropriate Vice President or Dean.

H. Notice. Written notice that a continuing or career appointment is, or is not, to be granted shall be given not later than five (5) business days following the regular February Board meeting preceding

the completion of five (5) years of credited service.

4.3 Probationary Appointment. A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.

A. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.

B. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation of the President.

C. Renewal and/or Termination.

i. Probationary appointments may be renewed but the accumulated time shall not exceed five (5) years of credited service unless by mutual agreement of the parties.

ii. An appointee with from one (1) to four (4) years of service credit whose probationary appointment is, or is not, to be renewed shall be notified in writing not later than the first business day of May preceding the expiration date of the current appointment.

iii. The appointee, if to be renewed, shall signify, in writing, his/her intention to accept or reject appointment not later than one month following notice of appointment.

iv. The termination of a probationary employee in the third (3rd) and subsequent years of credited service at the College is reviewable at the arbitration step of the grievance procedure limited solely to questions of compliance with the notice and evaluation provisions of this Agreement, including having been informed of any deficiencies and receiving a reasonable opportunity to remedy the same.

4.4. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary

appointment, it must have been rendered within seven (7) years preceding the probationary appointment.

4.5 Term Appointment. A term appointment is a full-time appointment to a unit position for a limited term of one (1) calendar year or less, for which continuing or career appointments are not available.

A. Examples: The following are types of positions for which term appointments may be made:

i. Administrative positions;
ii. Special purpose assignment;
iii. Position is not expected to be continuing;
iv. Replacement for personnel on leave;
v. Interim arrangement.

B. Academic Status. Persons holding term appointment may be granted academic rank consistent with their role.

C. A term appointment expires at the end of the stated term.

4.6 Promotion. Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.

A. Basis for Promotion. Promotion is based on merit. To be eligible to apply for promotion to the rank of Assistant Professor a person must have completed two (2) years in rank at Mohawk Valley Community College. To be eligible to apply for each subsequent promotion a person must complete three (3) years in rank.

B. Consideration for Promotion. Consideration of an employee for promotion may be initiated by the Administration or by written request of the employee to the appropriate Administrative Supervisor.

C. Denial of Promotion. The Employer will provide unsuccessful candidates for promotion a written summary of relevant deficiencies.

D. Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the academic year following that in which they are granted.

ARTICLE 5 - PROFESSIONAL ASSIGNMENT

5.1 Wherever used in this Article the term:

A. Teaching faculty shall mean those bargaining unit employees who normally teach as a major part of their professional obligation.

B. Non-teaching faculty shall mean those bargaining unit employees who normally do not teach in the classroom.

C. Class period shall mean a 50-minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the faculty member.

D. Practicum period shall mean a 50-minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten minutes for each sixty minutes of the practicum session will be scheduled by the faculty member.

E. Contact hour shall mean a class period or a practicum period.

F. Teaching credit hour shall mean a class period or 2.0 practicum periods.

G. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.

H. Service, as used herein, shall mean the availability of the employee to properly perform the duties and responsibilities of his/her professional obligation.

5.2 Designation of contact hours as class periods or practicum periods for any new course or changes in such designation shall follow procedures established by the College Administration.

5.3 Employment Year.

A. For a fiscal-year employee an employment year shall begin on the first day of the fiscal year of the College (September 1) and end on the last day of the fiscal year (August 31).

B. For an academic-year employee an employment year shall begin one (1) week before the start of instruction in the day classes of the fall semester and end eight (8) days before the start of instruction in the day classes of the subsequent fall semester.

5.4 Changes in Work-Year Obligations. When employment-year obligations are changed, affected employees shall be notified of the change as soon as practicable but not later than the first work day of April preceding the start of the employment year for which the change is to be effective. In such instances the impact on all terms and conditions of employment will be negotiated with the Association.

5.5 Work Day. The work day shall be between 8:00 a.m. and 10:00 p.m. Except in the instance of intramural and coaching activities, a teaching faculty member will be scheduled within a nine (9) hour span, exclusive of meal periods.

5.6 Teaching Load; Full-time Teaching Faculty.

A. The teaching load for the fall and spring semesters shall not be more than thirty (30) teaching credit hours or thirty-eight (38) contact hours. The College may assign one (1) additional contact hour per academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed.

Teaching faculty members may elect to teach twelve (12) teaching credit hours/sixteen (16) contact hours per semester provided written notice of such election is given by the electing teaching faculty member to his/her Department Chairperson by May 1 preceding the year in which reduced load is taken. A faculty member may elect either [1] the spring semester or [2] the fall and spring semesters.

The 1984-85 base salary of a faculty member electing to teach a reduced load shall be reduced by $2,808 plus 6% of $2,808 if the reduced load is for one full academic year (two semesters); $1,404 plus 6% of $1,404 if the

reduced load is for one semester. During subsequent years the foregoing sums shall be increased by the same percentage as faculty salaries are increased over the base annual salary of the previous year.

B. Physical Education instructors who are assigned coaching duties will receive contact hour credit according to past practice.

C. An optional overload (voluntary on the part of the teaching faculty) shall be permitted beyond the limitations set forth in paragraphs 5.5, 5.6A and 5.7B hereof. Teaching faculty accepting such voluntary overload shall be compensated therefor at the overload rate set forth in Appendix A, paragraph 9.3 annexed. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon mutual written agreement between the Instructor and College. Compensation shall be paid at the time of such overload instruction; however, adjustments in the faculty member's schedule assignment in subsequent semesters may be required to justify overload compensation. In the event that schedule assignment adjustments cannot be made to justify such overload compensation, the faculty member shall be required to reimburse the College for over-compensation to the extent that the foregoing annual maximums are not exceeded. The College has no obligation to assign such available courses to individual teaching faculty volunteering therefor. Faculty members electing to teach a reduced load may not teach overload assignments.

Duties of and compensation for the coordinating of departmental or administrative functions shall be based upon mutual agreement between the employee and the Administration. Such agreement shall be in writing.

D. Bargaining unit members will have priority for one overload assignment per session and the same will be made available to qualified non-teaching faculty members on an equal basis with teaching faculty members.

1. Such priority will be commensurate with past practice whereby non-unit Administrators may continue to teach such assignments in the same proportion as heretofore.

2. Non-teaching faculty will be eligible to teach

courses for overload compensation. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon written mutual agreement between the Instructor and the Administration.

3. Non-teaching faculty overload assignments shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet his/her regular obligations.

4. Concurrent with or subsequent to the distribution of semester teaching assignments each department will make available to all interested bargaining unit members a list of all courses then known to be offered that semester which have not been assigned on load. This list will be supplemented as additional courses/sections are created up to the day preceding open registration and shall include course times and locations. Bargaining unit members shall be provided up to one week but not later than the day preceding open registration to request an overload course from this list.

5. If an assigned overload course fails to run due to insufficient enrollment, the affected bargaining unit member shall be provided first opportunity to teach any course for which he/she is qualified which has not previously been assigned.

5.7 A. Except as provided in section 5.12 hereof, preparations shall not exceed three (3) per semester. A waiver will be issued if additional preparations are necessary to constitute a full teaching load. While the College retains the right to assign three (3) course preparations, reasonable effort shall be made to assign fewer.

Members of the Physical Education Department shall not be assigned in excess of three (3) course preparations per each seven-and-one-half (7½) week session.

B. Teaching assignments for any given semester listing the courses to be taught shall be distributed to teaching faculty members no later than five (5) weeks prior to the beginning of the semester in which they become effective. Any adjustments in teaching assignments subsequent to this five (5) week notification shall be made and conveyed, in writing, to the teaching faculty

member as soon as practical. Adjustments in teaching assignments to accommodate adjunct or overload employment shall require the written consent of the affected teaching faculty member.

5.8 Teaching faculty shall schedule, post and be available to their students for at least five (5) office hours per week distributed over the days of the week when classes are in session to provide instructional or other assistance.

5.9 The teaching load of teaching faculty who may be on leave or who will be appointed for a period of less than two semesters shall be prorated.

5.10 The size of a section scheduled for a class or practicum period for a particular course shall be determined by the Administration.

A. The expected size for a section scheduled for a class period shall be thirty-five (35) students.

B. The Administration will make every effort to form a new section when any given class size exceeds forty (40) students.

C. Nothing herein shall prevent the College from providing for large lecture classes or adjusting class or practicum sessions.

5.11 Nothing herein shall prevent the parties from waiving any of the provisions of this article where such action is determined by the parties to be in the best interests of an employee or the College. Said waiver must be in writing and mutually agreed upon by the parties.

5.12 The provisions of paragraphs 5.7 and 5.10 of this article shall be subject to the availability of funds and space.

ARTICLE 6 - PROFESSIONAL OBLIGATION

6.1 The professional obligation of a fiscal-year employee shall begin on the first day of the fiscal year of the College or on the effective date of appointment, whichever is later, and continue to the last day of the fiscal year. The professional obligation of an academic year employee shall begin one (1) week prior to the first day of instruction in the day classes of the fall semester or the effective date of appointment, whichever is later, on which day he/she shall report for

service, unless otherwise directed by the College, and continue for a period equal to ten (10) months therefrom, unless released at an earlier date by the College.

6.2 Employees will be available at such times scheduled or required to satisfactorily complete their professional obligation. Such availability will normally be on campus except by arrangement with the appropriate College Administrator. The professional obligations and duties will include, but not be limited to, attending all meetings scheduled by the appropriate College Administrative Officer or College Administrator; all meetings of committees to which they have been appointed or elected; providing academic advisement; instructional advisement; attending all meetings called by the President and Commencement.

6.3 Prior to the end of the spring semester, the appropriate College Administrator, after consultation with the employees having an academic year obligation, will determine duties and responsibilities to be performed by each during the remainder of the professional obligation.

6.4 Non-teaching faculty will be provided with a job description for their position. Excepting Librarians and such other classifications of employees as have heretofore been otherwise scheduled, the normal schedule for non-teaching faculty shall be on-campus availability Monday through Friday for seven hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator. The normal schedule for Librarians and such other classifications, as herein above mentioned, shall be on-campus availability five (5) days per week, seven (7) hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator.

Counselors shall be assignable between 8:00 a.m. and 10:00 p.m. for seven (7) consecutive hours each day, exclusive of meal periods, Monday through Friday.

6.5 A. Unit members may be assigned to fulfill their professional obligation at off-campus sites. Those unit members assigned to fulfill their professional obligation (excluding overload) at both the Rome and the Utica campuses on the same day and who use their own vehicles for transportation shall be reimbursed therefor at $8.00 per trip; $8.50 effective 9/1/85; $9.00 effective 9/1/86.

B. If and when the College shall hereafter establish additional off-campus sites at which unit members may be assigned to fulfill their professional obligation, those unit members so assigned who use their own vehicles for transportation shall be reimbursed therefor at the then Oneida County mileage reimbursement rate.

C. Assignments to the off-campus site at Marcy Prison shall be subject to the following conditions:

1. Assignment will be voluntary.

2. Participants in the program will be provided a full orientation.

D. Those unit members heretofore receiving mileage reimbursement shall continue to do so per past practice.

6.6 The scheduling procedure and on-campus requirements of the Librarians shall be as set forth herein and as heretofore.

ARTICLE 7 - EVALUATION AND EMPLOYEE RECORDS

7.1 At least once each year, the professional activities of each employee shall be formally evaluated, in writing. Such evaluation (recognizing that variations occur within departments) will be in accord with the standards and procedures adopted by the College. Such formal yearly evaluation of employees shall be made through consideration of, though not limited to, the following factors: teaching and/or professional performance, collegiality, professional growth and public service. The evaluator shall discuss the formal evaluation with the employee who shall be given the opportunity to inspect and duplicate each evaluation. At the annual conference, to be held no later than January 31, the employee shall have the right to bring any material he/she feels is pertinent to the proper consideration of the nature and scope of the formal evaluation prior to its submission to the appropriate College Administrative officer. The employee has the right to supplement the evaluation, and any such material shall become a permanent part of the employee's personnel file. At such conference, the employee's total academic and professional program that year and cumulatively to date shall be reviewed. Carrying a reduced load at the employee's option shall not be an appropriate area for evaluative comment.

7.2 Employee Records. The College shall maintain one official Personnel File for each employee. This file should be located in the Personnel Office and shall contain, among other things, the following items:

1. Copies of the annual formal evaluation of the employee made pursuant to this Article.

2. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at his/her request.

3. Any other materials which become pertinent to an employee's evaluation for any purpose. The Personnel File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials shall be made by the College and furnished to the employee upon his/her request and at his/her expense.

4. An employee will be notified at the time of inclusion of any material in his/her Official Personnel File and will be provided a copy thereof.

ARTICLE 8 - EMPLOYMENT POLICIES

8.1 A. Professional Vacancies. The College shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrently with publication elsewhere and shall include the duties, desirable qualifications, and minimum salary for the position. Qualified bargaining unit members shall be given consideration equal to others in filling such vacancies.

B. The College maintains its right to determine the level of services to be offered.

C. The College may transfer vacant bargaining unit positions to a different department or administration function.

8.2 Transfers.

A. Definition.

i. A transfer for a teaching faculty member is a move to a different academic department with the same professional rank.

ii. A transfer for any non-teaching faculty member is a move to the same or a different job title in a different department or administrative function at the same grade.

B. An employee may be transferred to perform duties for which, in the opinion of the Board, he/she is qualified. Before such transfer becomes effective, the employee has the right to discuss the proposed transfer with the Administrator concerned.

8.3 Seniority. For the purposes of retrenchment, seniority shall apply as follows:

A. Bargaining unit members will accumulate seniority within their current department or administrative function based upon date of appointment to the College.

B. If an employee is transferred, the employee maintains accumulated seniority in his/her former department or administrative function up to the time of transfer. Seniority within the new academic department or administrative function shall be based upon appointment to the College.

C. If an employee moves to a different job title within the same administrative function or department, he/she continues to accrue seniority based upon appointment to the College. If an employee moves to a department head position, he/she maintains his/her seniority as the same existed on the day of promotion.

D. If an employee moves to a different job title at a different grade in a different administrative function or department, he/she is treated as a new hire and loses seniority accumulated in his/her former department or administrative function. He/she accumulates seniority from the time of appointment to the new position.

8.4 Retrenchment.

A. When the number of bargaining unit employees is to be reduced, the Employer will, in writing, notify those employees affected by April 15 prior to the effective date of retrenchment.

B. Affected employees within the same department or administrative function shall be terminated in the reverse order of their accumulated seniority. Technical Assistants and Tutor/Advisors within the same department or administrative function shall have seniority amongst themselves separate from other job titles in that department or function.

C. If a transferred employee is retrenched from the new position within two (2) years, he/she may return to his/her former position with seniority based on appointment to the College, and replace the least senior employee in the same job title if that employee has less appointment seniority than the retrenched employee.

D. Within a specific discipline or sub-discipline part-time employees will be retrenched before full-time employees. In the event less than a full load remains the part-time opportunity shall firstly be offered to the retrenched full-time employee

E. Upon notification of retrenchment an employee shall be considered for:

i Transfer to an available position;

ii. Retraining for assignment to an available position;

iii. Fulfillment of his/her work obligation by performing available work both within and outside of his/her current department or administrative function;

iv. In any of the foregoing instances, the employee must be qualified as determined by the Board; the opportunity applies to work within and outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunities shall be at the expense of overload assignments and part-time employees.

F. For two (2) years following retrenchment, a retrenched employee shall have preferred eligibility for an available position for which he/she is qualified, either in or outside of the employee's job title, department or administrative function. If a retrenched employee assumes a position within his/her former department or administrative function, he/she maintains all rights and seniority according to College seniority less time of lay-off. If a retrenched employee assumes a position in a different department or administrative function, he/she is considered a new hire and loses previously accumulated seniority.

ARTICLE 9 - COMPENSATION

Applicable salaries and matters of economic concern for the term of this Agreement shall be as set forth in Appendix A, hereto annexed and incorporated herein by this reference.

ARTICLE 10 - OTHER ECONOMIC BENEFITS

10.1 Retirement. The Employer shall continue contributions to the several retirement programs available to employees at the rate authorized by law, and employees shall continue to be eligible for those retirement benefits and allowances permitted by law.

10.2 Health Insurance. During the period of this Agreement, the Employer shall maintain the existing health insurance coverage presently offered and available to employees covered hereunder. During the term of this Agreement the parties shall establish a Joint Committee to study and make recommendations for possible alternative health insurance carriers and/or coverage. Such recommendations if mutually acceptable to the parties to this Agreement may be implemented at any time.

10.3 Indemnification. The Employer shall provide insurance coverage to protect the employee from financial loss arising out of any claim, demand, suit, or judgment by reason of the alleged negligence of such employee provided the employee, at the time such damages were sustained, was acting in the course of his/her official duties and within the scope of his/her employment, and such act did not result from the willful act or gross negligence of the employee, and, provided further, that the employee, within five (5) days of the time he/she is served with any summons, complaint,

process, notice, demand, or pleading, will deliver the original or a copy of the same to the Vice President for Administrative Services.

10.4 Death Benefit. The named beneficiary or the estate of an employee who dies while in service as the case may be shall receive that benefit payable by the retirement program in which the employee participated.

10.5 Employees in the Nursing and Respiratory Therapy programs who are required to obtain malpractice insurance shall be reimbursed up to Fifty Dollars ($50.) toward the annual premium cost.

10.6 Early Retirement. Employees with fifteen (15) or more years of service at MVCC, as of August 31, 1985 may, at their option, elect to retire early upon the following terms and conditions:

A. Retirement shall be as of August 31, 1985 for fiscal year employed and eight (8) days before the start of instruction in the day classes during the 1985-86 academic year for academic year employees.

B. Notice of retirement election must be in writing, signed by the retiring employee. Notice must be given on or prior to March 15, 1985.

C. An employee electing early retirement shall receive a lump sum equal to thirty (30) percent of his/her 1984-85 base salary due and payable in a single payment between January 1st and January 15th, 1986.

D. The College will continue to contribute fifty (50) percent of the individual premium cost of health insurance for retired bargaining unit members. However, such contribution by the College will cease in the event a retired employee obtains health insurance by virtue of other employment.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Continuous Service. Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous service with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration

for a continuing appointment or career appointment as may be appropriate to their status or conditions of employment.

11.2 Sick Leave. Beginning on the date of his/her appointment, an employee shall accrue 1.75 days of sick leave credit per calendar month (or major fraction thereof) of service to the College. In no event shall an employee's sick leave accruals exceed 225 days. Sick leave accruals may be used by employees who are unable to perform their duties because of personal illness or illness in the employee's immediate family. The term immediate family shall mean the employee's grandparent, parent, sibling, spouse, child or grandchild, mother-in-law or father-in-law.

11.3 Jury and Court Appearance. The Employer shall permit an employee showing proof of call to jury service, or subject to appearing as a witness pursuant to subpoena, to absent himself/herself without charge to leave credits during such period when required to so serve or appear, as the case may be, provided that any fees, excluding mileage allowances, received by him/her as a juror shall be paid over to the Employer in a daily amount not to exceed the daily rate of compensation paid as salary.

11.4 Professional Leave Without Salary. The Employer may grant leaves of absence without salary, not to exceed one year, for the purpose of permitting an employee to commence, continue or complete advanced study, serve as an exchange teacher, serve with a professional organization, or to perform research in his/her area of professional competence when, in the opinion of the Employer, such leave would be in the best interests of the employee and the College, and when such absence would not unduly affect normal College operations or the academic program. The Employer may extend such leaves for additional periods of not to exceed one year each. Employees granted such leaves shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law at their own cost and expense.

11.5 Funeral and Bereavement Leave. The Employer shall permit employees to absent themselves, without loss of salary, not to exceed four (4) days to attend the funeral and for other concerns resulting from the death of a member of the employee's immediate family. The term immediate family shall mean grandparent, parent, sibling, spouse, child or grandchild, mother-in-law, or father-in-law.

11.6 Sabbatical Leave.

A. Policy: Sabbatical leaves for professional development may be made available to members of the bargaining unit who meet the requirements set forth in this provision. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

B. Purpose: Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other experience of professional value.

C. Eligibility: All members of the bargaining unit who have completed six consecutive years of service within the College in any combination of term, probationary, career, and continuing appointments or who, if they have previously had a sabbatical leave, have completed at least six full years of service within the College since the date of return from their last sabbatical leave shall be eligible. In computing consecutive years of service, periods of vacation, periods of sick leave with salary, and periods of leave of absence with salary shall be included. Leaves of absence up to one year without pay may be included. Periods of leave other than specified, as well as part-time service, shall not be counted but shall not be deemed an interruption of otherwise consecutive service.

D. Terms and Conditions: Sabbatical leaves may be granted for one (1) semester at full pay or one year at half-pay. Bargaining unit members on sabbatical leave may, with the approval of the Sabbatical Leave Committee, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of the leave. Services or charges incidental to the success of the leave project upon the recommendation of the President and the authorization of the Board may be at the expense of the College.

In those cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a bargaining unit member shall be required to postpone his/her leave.

Pursuant to and in accordance with the rules of relevant regulating bodies, all benefits such as retirement

premiums, group insurance plans, and the like shall continue in effect during the sabbatical period. A career or continuing appointment shall remain in effect and sabbatical leave period shall accrue service credit and vested rights in accordance with the regulations of the subscriber's pension plan.

E. Application for Sabbatical Leave: Application for sabbatical leave detailing the activities and purposes of the leave shall be submitted to the President not later than the October 15th preceding the beginning of the academic year in which the leave is to begin. A decision in writing will be returned to the applicant not later than the following January 31st.

F. Selection: Applicants will be selected on the merit of the leave project, subject to limitations of the budget. In cases where no distinction between merit of applications can be made, priority will be established for the applicant possessing the longer period of service.

G. Procedures: Following receipt of application for sabbatical leave from bargaining unit members, the President will convey such applications to a Sabbatical Leave Committee composed of six members, three of whom shall be appointed by the College and three of whom shall be elected by the members of the bargaining unit. The Committee shall then forward these applications, set forth in priority order, to the Vice President for Instruction for transmission to the appropriate Vice President or comparable Administrator who shall add his/her recommendations and forward all materials to the President for his/her recommendation to and action by the Board.

H. Reports: It shall be the obligation of persons granted sabbatical leave to submit such reports as may be requested by the President.

11.7 Vacation Leave.

A. Accrual of Vacation Credit: Fiscal-year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one-and-three-quarters days per calendar month during each month (or major fraction thereof) of their service to the College. In addition, such employees shall be entitled to an additional day of vacation leave for each bank holiday on which required to work. No vacation leave shall be accrued by or be granted to an academic-year employee.

B. Accumulation of Vacation Credit: Vacation leave credits may not be accumulated in excess of forty (40) days. Any employee who loses vacation credit through the fault of the College will receive compensation for the vacation time lost.

C. Use of Vacation Leave Credit: Vacation leave may not be taken prior to accrual thereof. Vacation leave shall be taken at such times as may be approved by the President or his/her designated officer. No charge to vacation leave shall be made with respect to a day during which an employee would not otherwise have been required to work, such as bank holidays or special days designated by the County.

11.8 Other Leaves. The President may recommend members of the bargaining unit of the College for other leaves of absence at full salary or reduced salary, or may grant such leave without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a faculty member, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with needs and interests of Mohawk Valley Community College and its employees, such salaried leave to become effective upon approval of the Board.

Application. Applications for such leaves of absence shall be made to the President or his/her designated officer. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

11.9 Limitations-Term Appointment. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the bargaining unit having term appointments, and all leaves of absence shall, in any event, terminate upon expiration of such terms.

11.10 Association Leave. The Association President or his/her designee shall be afforded five (5) days paid leave per academic year for the purpose of attendance at NYSUT state-wide conferences/conventions of Representative Assemblies, Community College Conference and NYSUT Committee meetings. Notice of the taking of such leave shall be forwarded to the Office of the Director of Personnel

not less than fifteen (15) days in advance thereof. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to the approval of their immediate supervisors.

ARTICLE 12 - PAST PRACTICES

This agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this agreement, whether expressed, inferred or implied, which conflict with any part of this agreement are superseded by it; past practices with respect to subjects not covered by this agreement, if any, shall be subject to the provisions of Article 3 of this agreement.

ARTICLE 13 - CONCLUSION OF NEGOTIATIONS

This agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this agreement and concludes all collective negotiations between the parties during its term. During the term of this agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administration action necessary to implement the provisions of this agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this Agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provisions hereinabove stated.

ARTICLE 14 - SAVINGS CLAUSE

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this agreement and/or any application of the agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE 15 - GRIEVANCE PROCEDURE

The Employer and the Association mutually agree that all grievances be processed free of coercion, discrimination or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

A. A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication or discriminatory application of a specific term, condition, or provision of this agreement by the Employer.

B. The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance, the grievant (the Association and concerned individual) will attempt to resolve the grievance informally with the immediate administrative supervisor.

If a grievance has unit-wide application, the immediate supervisor shall be the Director of Personnel. Written filing of a grievance at Step 1 will be with the Director of Personnal or his/her designee and will be no later than thirty (30) calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the Grievant first knew or reasonably should have known of such act or omission if that date is later. The Personnel Director or his/her designee may request the Grievant to meet in an effort to resolve the grievance. The Personnel Director or his/her designee shall reply to the Grievant, in writing, within fifteen (15) calendar days following his/her receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to the office of the President by the Grievant within seven (7) calendar days of receipt of the Step 1 determination. The President or his/her designee may, within seven (7) calendar days of receipt of such appeal, schedule a Step 2 review to be held within fourteen (14) calendar days thereof, and may designate a Hearing Officer to preside thereat. In the event a review is held and presided over by a Hearing Officer, a record shall be prepared and forwarded to the President or his/her designee within seven (7) calendar days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or his/her designee shall issue his/her determination within seven (7) calendar days of receipt of the appeal, or of receipt of the record if a review has been held.

Step 3. An appeal to arbitration from an unsatisfactory decision at Step 2 may be made by submission in writing to the American Arbitration Association with copy to the President within ten (10) calendar days of receipt of the Step 2 determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President or his/her designee may initiate a contract grievance at this Step 3 and proceed directly to arbitration.

C. The arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this agreement in arriving at the determination; shall confine the decision solely to the interpretation of this agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitte for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the Employer or Association. All fees and expenses of the arbitrator and the record shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

D. The award of the arbitrator shall be in writing, shall be signed by the arbitrator and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.

E. All forms required hereunder for the presentation of grievances and appeals shall be supplied by the Employer.

F. The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE 16 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 17 - TERM

This agreement shall be effective as of September 1, 1984 and remain in effect through August 31, 1988.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY COLLEGE

By_____
Chairman, Board of Trustees
David L. Mathis
Date_____

By_____
President
Michael I. Schafer
Date_____

MOHAWK COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION

By_____
President
Gerald A. Scotti
Date_____

By_____
Chairman, Negotiating Team
William V. Newman
Date_____

COUNTY OF ONEIDA

By_____
Chairman of Legislature
William F. Bellinger
Date_____

By_____
County Executive
John D. Plumley
Date_____

Approved as to form:

By_____
Oneida County Attorney
William Calli
Date_____

APPENDIX A
SALARIES/ECONOMIC CONSIDERATION

9.1 Basic Salary Plans.

A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with his/her normal professional obligation.

B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and his/her anticipated value to the College in the judgment of the Board.

C. Salary Plan.

PERSONS HOLDING FACULTY RANK

Position	Minimum
Instructor	$14,500
Assistant Professor	$17,500
Associate Professor	$20,000
Professor	$25,000

*NON-TEACHING PROFESSIONALS NOT HOLDING FACULTY RANK

Grade	Minimum
G-1	$12,000
G-2	$13,500
G-3	$15,000
G-4	$16,500
G-5	$18,000

*See Appendix C annexed

9.2 Basic Salary Adjustment.

A. (1) Each employee who continues in service for the year 1984-85 shall receive a salary increase of six percent (6%) to be added to his/her 1983-84 basic salary.

(2) Each employee who continues in service for the year 1985-86 shall receive a salary increase of six percent to be added to his/her 1984-85 basic salary effective September 1, 1985.

(3) Each employee who continues in service for the year 1986-87 shall receive a salary increase of six percent (6%) to be added to his/her 1985-86 basic salary effective September 1, 1986.

(4) For the 1987-88 employment year, each employee who continues in service shall receive, effective September 1, 1987, a salary increase of a percent to be determined as follows:

The percentage of increase for 1987-88 employment year shall be no less than five percent (5%) and/or will be equal to the average of the increase in the Cost of Living as published by the Bureau of Labor Statistics for United States Cities for all urban consumers for the twelve month period ending December 31, 1986 not to exceed eight (8%) percent.

(5) If, after application of the foregoing salary increase(s), an employee's basic salary still falls below the stated minimum in his/her pay category, said salary will be adjusted to the minimum. This provision shall not apply to those employees electing reduced load pursuant to Section 5.6 hereof.

A. Salary increases for the 1984-85 employment year will be fully retroactive and said retroactive pay will be made in a lump sum payment separate from normal payroll.

B. Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President.

C. No increase under this article shall be payable to an incumbent who has not completed at least one-half of his/her normal professional obligation.

as outlined

9.3 Compensation for overload in paragraphs 5.6A, 5.6C and 5.9 and for instructional services rendered during mini-term summer sessions shall be at the rate of $23.25 per contact hour; [$24.75 effective September 1, 1985; $26.25 effective September 1, 1986; increased effective September 1, 1987 per paragraph 9.2A(4) above].

9.4 Teaching faculty who perform academic advisement services during registration for the Division of Lifelong Learning shall receive compensation at the rate of $10.50 per hour; ($11.25 effective September 1, 1985: $12.00 effective September 1, 1986, $12.75 effective September 1, 1987).

9.5 Compensation for overload service will be paid as earned in accordance with the normal payroll schedule.

9.6 In the event a non-teaching faculty member accepts assignments to perform services beyond his/her work year, he/she will receive additional compensation at the rate of 1/42 of his/her annual salary for each week (1/5 of 1/42 for each day) of said service to the College.

9.7 The assignment and compensation for individual study shall be based upon mutual agreement between the teaching faculty member and the College Administration.

9.8 Should a non-teaching faculty member be required to work in excess of his/her normal schedule, he/she will receive compensatory time off; said time to be mutually agreeable to the employee and the appropriate College Administrator. Absent mutual agreement the College may assign time to be taken as compensatory time. Compensatory time not used at the end of a semester shall be paid upon the level of the employee's base annual salary. based

APPENDIX B
ACADEMIC FREEDOM

It is the policy of the Board of Trustees to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. In the exercise of this freedom, teaching faculty may, without limitation, discuss their subjects in the classroom. They may not, however, claim as their right the privilege of discussing in the classroom controversial matters which have no relation to their subjects. In their roles as citizens, teaching faculty have the same freedoms as other citizens. However, in their extramural utterances, they have an obligation to indicate that they are not institutional spokesmen.

The above statement is placed in an appendix not to signify its relative importance to other issues, but to indicate that it is not subject to the contract grievance procedure. It may, however, be used in a dismissal proceeding as a defense.

APPENDIX C - POSITION ASSIGNMENTS

Grade 1

Assistant to Controller
Assistant to Director of Admissions
Assistant to Director of Student Activities
Assistant to Registrar
Financial Aid Assistant
Graphics Illustrator
Programmer Trainee
Student Services Specialist I
Technical Assistant
Tutor/Advisor

Grade 2

Alumni Coordinator
Admissions Counselor
College Nurse I
Financial Aid Accountant
Financial Aid Advisor
Programmer
Student Services Specialist II
Technical Assistant (Academic)
Veterans' Coordinator

Grade 3

Assistant Director of Admissions
Assistant Registrar
College Nurse II
Counselor I
Scheduling Specialist
Senior Programmer
Student Services Specialist III

Grade 4

Counselor II
Programmer Analyst
Testing Specialist

Grade 5

Counselor III
Systems Analyst

MONROE COMMUNITY COLLEGE

Contractual Agreement

9/1/87 to 8/31/90

CONTRACTUAL AGREEMENT BETWEEN

THE FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

AND THE MONROE COMMUNITY COLLEGE BOARD OF TRUSTEES

EFFECTIVE SEPTEMBER 1, 1987 THROUGH AUGUST 31, 1990

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AGREEMENT

THIS AGREEMENT entered into this twenty-third day of June 1987, and effective September 1, 1987, by and between the Board of Trustees of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York, and the Faculty Association of Monroe Community College located at 1000 East Henrietta Road, Brighton, New York.

WITNESSETH:

WHEREAS, The Board and the Faculty Association, as parties to this agreement are desirous of entering into written contracts with respect to salaries, wages, personnel rules, and other similiar benefits, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - DEFINITIONS

A) The term "faculty" means all full-time teaching and nonteaching staff as recognized in Article 3, Section A.

B) The term "Faculty Association" means the duly recognized representative of the faculty for purposes of collective bargaining and grievances under the provisions of the New York State Public Employees' Fair Employment Act. The Faculty Association represents all the employees set forth in Article 3, Section A.

C) The term "Board" means the Board of Trustees of Monroe Community College.

D) The term "working day" means any day the college administrative offices are open for a normal day of business.

E) The term "College" shall mean Monroe Community College.

ARTICLE 2 - PREAMBLE

The Board and the Faculty Association declare it to be their mutual policy that in order to promote harmonious relations between the College and its professional staff, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no article or section in this contract is to be construed to be in any violation of the Laws of the State of New York. Both parties to this Agreement furthermore affirm that public employment is to be regarded as a life-long career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the College, the best personnel available. We furthermore affirm that each professional person shall, at all times, be a dedicated, courteous, and efficient representative of the College realizing full well that said person is performing an essential public service. Both parties agree that nothing in this Agreement shall be the basis for discrimination for reasons of age, race, color, religion, sex, national origin, marital status, or physical disability.

ARTICLE 3 - RECOGNITION

Section A. The Board recognizes the Faculty Association as the sole and exclusive negotiating representative for all faculty in the following categories:

1) Teaching Faculty
Adjunct Faculty
Advisors
Assistant Controller
Assistant Directors
Associate Directors
Bursar
Coordinators
Counselors
Department Chairpersons
Directors (except as indicated below)
Lecturers
Librarians
Managers
Technical Assistants
Other Certified Instructional or Professional Personnel

2) This unit does not include the President, Vice Presidents, Assistant to the President, Assistants to Vice Presidents, Associate Vice Presidents, Assistant Vice Presidents, Deans, Associate Deans, Assistant Deans, Director of Public Relations and Publications, Director of Research and Planning, Director of Personnel, and Controller.

Section B. The teaching title of Lecturer is established. Persons appointed to this title shall have all rights and responsibilities of full-time faculty except any matter pertaining to tenure. Appointments shall not be greater than one year and there shall not be more than 15 individuals appointed to this title.

Section C. The Board and the Faculty Association recognize that by long-standing practice appropriate professional responsibilities of the faculty in the various departments of the College include (but are not limited to) the following: teaching, performing professional and administrative duties,

developing new educational media, advising and counseling students, and participating in departmental or institutional functions. In addition, the departments shall have primary, but not sole, responsibility for the determination of the preparation and assignment of course and teaching schedules and the maintenance of office hours.

Section D. The Board recognizes the Faculty Association as exclusive bargaining agent for collective bargaining and grievances until seven months prior to the expiration of this agreement.

Section E. The College shall deduct from the wages of faculty and remit to the Faculty Association, on a monthly basis, regular membership dues for those faculty who have signed authorizations permitting such payroll deductions.

Section F. The Faculty Association affirms that it does not assert the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 4 - GOVERNANCE

Section A. The Board and the Faculty Association recognize that a faculty governance organization does and will exist. It is the right and responsibility of the faculty to participate in this organization. Although the actual form may vary, this organization will have responsibility for recommending policies related to faculty resources, academic standards, curriculum, educational policies, institutional

philosophy and goals, personnel policies, professional development and administrative affairs.

It is further recognized by the Board and the Faculty Association that faculty ad hoc or special committees exist and other faculty ad hoc, standing or special committees may be formed during the period of this Agreement. Membership on such faculty committees and any future faculty committees shall be open to all members of the faculty. Committee members shall be selected in accordance with the faculty governance organization's bylaws.

Section B. It is further recognized that the Faculty Association has complete control over its internal procedures, that it may create its own committees or other mechanisms for conducting its activities as the recognized representative of the faculty for the purpose of collective bargaining and grievances. The Faculty Association may determine the procedure of its own committees and set the qualifications for membership.

Section C. As set forth more specifically in other sections of the agreement and by long-standing practice at Monroe Community College, the faculty through the appropriate faculty committee or department and consistent with the responsibilities vested in the President and the Board of Trustees, has primary but not sole responsibility for recommending curriculum, subject matter, methods of instruction, research, faculty status, requirements of and authorization for granting degrees.

ARTICLE 5 - ACADEMIC FREEDOM AND TENURE

The Board and the Faculty Association agree that the 1940 statement of the American Association of University Professors (AAUP) on academic freedom and tenure, and subsequent approved interpretive comments (1970), shall be used for deliberations and actions pertaining to academic freedom and tenure at Monroe Community College.

ARTICLE 6 - FACULTY PERSONNEL RECORDS

Section A. The College shall maintain only one set of official files with two sections each containing a member's academic and professional records. Data necessary for processing a faculty member's salary, fringe benefits, etc., shall be excluded from the official files and shall not be considered part of the official files.

Section B. Official Closed File Section: The official closed file shall contain only materials accumulated prior to or pertaining to the faculty member's initial full-time appointment to the College. This section shall only be examined by the President, Vice President, or designee.

Section C. Official Open File Section: The official open file shall contain only materials accumulated following the faculty member's initial appointment to the College.

1) Addition of Material. No material will be placed in a personnel folder except by the appropriate Vice President or designee and unless a copy of such material has been sent to the faculty member. The faculty member shall have the right to respond to any material filed and said response

shall be attached to the file copy. This material must be added to the file within one year of the date that the appropriate administrator first knew of this information. After a period of 5 consecutive years an individual may apply to the appropriate Vice President and seek the removal of unfavorable material from the personnel file. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the official open file and accessible to the faculty member. No unsigned unfavorable documents or anonymous communications shall be filed.

2) Examination of File. The open file may be examined by a faculty member with a witness. Only authorized personnel shall examine the official files and a memorandum of the use of these files, including the date, by whom used, and the purpose of the use shall be placed in the faculty member's file, except when used for day-to-day administrative maintenance of the files.

ARTICLE 7 - TERMINATION

Section A. Temporary Appointments: The services of members of the faculty having temporary appointments may be terminated at any time by the President, notwithstanding any other provisions of this Article. There shall be no right of appeal from such a termination.

Section B. Term Appointments: Notwithstanding any other provision of this contract the services of members of the

faculty having term appointments shall cease automatically at the end of their specified terms. Except as provided in Article 5, there shall be no right of appeal from a non-renewal of a term appointment.

Section C. Retirement: The services of members of the faculty may be terminated at any time for physical or mental incapacity after receipt of the recommendation of the President and upon medical advice of the faculty member's personal physician in attendance, a College-appointed physician, and, in the event of a difference of opinion, a physician recommended by the Monroe County Medical Association.

Section D. Grounds: The services of members of the faculty on continuing appointment* may be terminated only for just cause after such notice and opportunity to be heard is provided.

Section E. Notice: When the President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause, and such information or complaint is deemed by the President to be substantial, the President shall discuss it with the person concerned. If the President believes that a basis for charges exists, such charges shall be served in writing upon the person concerned.

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*As defined in the current Board of Trustees' Policy Manual

Section F. Hearing by Faculty Committee: If a person so charged requests, said person shall be entitled to a hearing before a standing committee of the faculty. The standing committee shall be selected by the individual so charged. The committee, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The President shall have the option of attending the hearing, but the conduct of the hearing shall be determined by the committee. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's own behalf, and to confront and question witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing will be taken and made available to parties concerned. The decision of the Committee shall be transmitted to the Board of Trustees, accompanied by a transcript of the hearing.

Section G. Procedure After Hearing Before Faculty Committee: After transmittal of the decision of the faculty committee and the transcript of the hearing to the Board of Trustees, the Board may elect to accept the decision of the Faculty committee or to review the case based upon the record of the hearing, accompanied by argument, oral or written or both, by the principals or their representatives. The decision of the faculty committee shall be sustained or the proceeding be returned to the faculty committee with objections specified. After reconsideration by the faculty committee the Board of Trustees shall make its final decision.

Section H. Hearing by Board of Trustees: If the faculty member charged does not request a hearing before a faculty committee, said faculty member may request a hearing before the Board of Trustees. The Board, in consultation with the President and the faculty member concerned, shall determine whether the hearing be public or private. The Board shall elect one of its own members to act as presiding officer, shall have the option of being represented by counsel, and shall determine the conduct of the hearing. The faculty member charged shall be entitled to be present, to be represented by a person of the faculty member's choice, to present witnesses on the person's behalf, and to confront witnesses against said faculty member. All testimony shall be under oath. A full stenographic record of the hearing shall be taken and made available to the parties concerned. The decisions of the Board, upon the completion of the hearing, shall be final.

Section I. Rights of Appeal: A decision of the Board to terminate the services of a faculty member may be appealed in the courts as provided by law. Such decision shall not be subject to the grievance procedure of this Agreement.

Section J. Failure to Testify: If the faculty member charged refuses to answer at the hearing a question pertinent to the charges against said faculty member, the Board may regard such refusal as sufficient to warrant that the faculty member's services may be terminated.

Section K. Failure to Attend Hearing: If the faculty member charged fails to request or to attend a hearing, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

Section L. Suspension: If the President deems it to be for the best interest of the College, a faculty member upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges by the Board of Trustees. If a faculty member against whom charges have been served is suspended without salary and subsequently is reinstated to the faculty member's position by action of the Board of Trustees and no disciplinary action against said faculty member is taken by the Board of Trustees, the faculty member shall be paid the salary which otherwise would have been received during the period of such suspension.

Section M. Termination Procedures for Full-time Faculty Not Accorded Full Academic Rank:

1) Probationary Period: The procedures contained in this section are not available until an individual has completed five consecutive full-time annual appointments.

2) Grounds: The services of full-time members of the faculty who are not accorded full academic rank may be terminated for cause after notice and opportunity to be heard is provided as described below.

3) Notice: When the appropriate Vice President has information or has received a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for termination for cause and such information or complaint is deemed by the appropriate Vice President to be substantial, the Vice President shall discuss the problem with the person concerned. If the appropriate Vice President thereafter believes that a basis for charges exists, a written notice specifying such charges shall be served upon the person concerned. No such notice may be issued for acts that occurred more than two years prior to the service of the notice of discipline.

4) Hearing: If a person so charged requests, said person shall be entitled to a hearing before a panel of three persons, chosen as follows: the College and the Faculty Association shall each select one member of the panel; the two members thus chosen shall select by mutual agreement the third person of the panel. The panel, in consultation with the appropriate Vice President and the person charged, shall determine whether the hearing shall be public or private. The appropriate Vice President shall have the option of attending the hearing. The employee charged shall be entitled to be present, to be represented by a person of the employee's choice, to present witnesses in the employee's own behalf, and to confront and question witnesses against said employee. All testimony shall be under oath. A full stenographic record of the hearing will be made available to the

parties concerned. The decision of the hearing panel shall be transmitted to the appropriate Vice President and to the employee so charged accompanied by a transcript of the hearing. A decision of a majority of the panel is sufficient.

5) Rights of Appeal: After transmittal of the decision of the hearing panel and the transcript, the employee so charged or the appropriate Vice President may elect to appeal the panel's decision to the President. The employee and the Vice President may submit to the President a brief or report in support of his/her position. The President shall review the transcript and any briefs or reports so submitted and will either affirm or reverse the decision of the hearing panel. The decision of the President shall be final and shall not be subject to grievance procedures.

6) Suspension: If the appropriate Vice President deems it to be for the best interest of the College, an employee upon whom charges have been served may be suspended by the appropriate Vice President, with or without salary, pending final action upon such charges pursuant to this Article. If an employee against whom charges have been served is suspended without salary, and subsequently is reinstated to his/her position pursuant to this Article, and no disciplinary action against such employee is taken, the employee shall be paid the salary which he/she otherwise would have received during the period of such suspension.

7) Failure to Request a Hearing: If the employee charged fails to request a hearing, the President may, after

receiving the recommendation of the Vice President, take such action, if any, as deemed advisable.

ARTICLE 8 - RETRAINING, CROSSOVER ASSIGNMENT, REASSIGNMENT, REDUCTION IN FORCE, AND RECALL

Section A. Determination: Reassignment and/or reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment, or financial exigency.

Section B. Utilization of Staff:

1) Annual Review: There shall be an annual review process conducted by the President or his designee to determine any anticipated problems, such as underutilization of staff, enrollment declines or other program difficulties. Areas within the College that anticipate growth and a need for additional faculty members will be indicated. Prior to notification, the appropriate division head and/or Vice President shall meet with the affected department to discuss anticipated problems.

2) Notification of Underutilization of Staff and/or Program Retrenchment:

a) Department Notice - At least two years in advance of the effective date of reassignment and/or reduction of faculty, the President shall notify in writing the chairperson of the Faculty Resources Committee and department affected, the appropriate division head and/or Vice President, and the president of the Faculty Association. The

President or his designee shall meet with the chairperson of the Faculty Resources Committee and of the department affected to discuss appropriate utilization of the faculty.

b) Individual Notice - The effective date of layoff shall be August 31, and faculty affected shall be notified at least one full year in advance of the date of layoff.

Section C. Financial Exigency: If a layoff is anticipated due to a financial exigency, the President shall notify in writing the faculty members affected and the Faculty Association at least thirty (30) working days prior to the effective date of said layoff. The College and the Faculty Association will discuss possible ways of avoiding such a layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this contract. The College shall first determine which nonpersonnel expenditures shall be curtailed before laying off faculty.

Section D. Identification: In the department affected, full-time faculty with the least seniority shall be the first to be reassigned or laid off.

Seniority shall be based upon the number of years of service from the initial date of full-time employment at the College, minus noncompensated leaves of one semester or more. In situations where two or more faculty members have the same number of years of service based on the above, the following criteria, in the order listed, shall be used to determine seniority:

1) Part-time employment prior to full-time employment

2) Adjunct employment prior to part-time or full-time employment.

3) Date of application for full-time employment.

4) Date of full-time appointment letter.

The College shall maintain a seniority listing of full-time faculty by department as determined from the above criteria.

Section E. Crossover Assignment:

1) Crossovers are encouraged by the various departments as an educationally effective means of maintaining educational standards and enabling the College to most effectively utilize existing faculty.

2) Crossover assignments will be possible when course offerings or job assignments are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated.

3) Faculty seeking crossover assignments in another department shall meet the required standards for the specific job assignment(s). These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member its written standards and its position on the faculty member's qualifications in relation to these standards.

4) When a crossover assignment is part of a plan leading to reassignment and that plan has been approved by the appropriate Vice President, the Faculty Resources Committee, and the receiving department, the faculty member shall be eligible for the following assistance:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leaves of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining purposes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) Faculty with crossover assignments maintain all rights and privileges in their original departments.

Section F. Reassignment:

1) Reassignment will be possible when departmental positions are available because of resignation or retirement; when adjunct, part-time, or overload sections are currently offered by the departments; and when program expansion and/or enrollment increases are anticipated. Faculty identified for reassignment or layoff shall be considered for reassignment only to departments that have or anticipate a need for additional faculty members.

2) Faculty seeking reassignment to another department shall meet the required standards for entrance into that department. These standards shall not exceed those which applied when current department members were hired. The department, upon request, shall convey to the faculty member, the Faculty Resources Committee, the appropriate Division Dean or Vice President, its written standards and its position on the faculty member's qualifications in relation to these standards.

3) A faculty member identified for reassignment shall consult with the original department, the receiving department, the Faculty Resources Committee, the appropriate Division Dean or the Vice President in developing an acceptable retraining plan. The resulting plan shall be reviewed and approved by the receiving department, the Faculty Resources Committee, the Division Dean, and the appropriate Vice President. Reassignment will take place on a date indicated in the approved plan providing the requirements of the plan have been met.

4) A faculty member whose retraining plan has been fully approved shall be eligible for the following assistance relative to retraining efforts:

a) Use of tuition reimbursement funds, federal, state, local, or other funds which may become available for retraining purposes.

b) Release time up to the equivalent of twenty-five percent of the faculty member's normal workload for one academic year. Such release time may be utilized over a period of no more than two years.

c) Noncompensated leave of absence for retraining purposes.

d) During a noncompensated leave of absence for retraining pes and for a period of up to one year, the College shall continue the same fringe benefits program.

5) If a faculty member is reassigned to another department under the terms of this article, and a vacancy should occur in the former department, the faculty member shall have the right of first refusal to be reassigned back to the former department. In the event that two or more faculty members have been reassigned from the same former department, the right of first refusal will be given first to the faculty member with the most seniority.

Section G. Departmental Review: A faculty member who has been reassigned to another department under the terms of this article shall be subject to the following conditions:

1) The receiving department shall review the job performance of the reassigned faculty member at least once each semester (twice each academic year), during a period not to exceed four semesters (two academic years).

2) The criteria to be used in this review process shall be the Faculty Evaluation Guidelines (Article 52).

3) The purposes of this review shall be to evaluate critically the faculty member's effectiveness in fulfilling new responsibilities and to offer assistance and advice on any aspects of the faculty member's performance in need of further attention and improvement. The accomplishments, strengths, and progress made by the faculty member will also be identified in the review. Upon the receipt of a positive review after the first, but no later than the fourth semester (second year), this special review process will terminate.

4) If the reviewing department is dissatisfied with the performance of the faculty member after reasonable efforts have been made to provide advice, guidance, and opportunities for retraining, the department shall refer the matter to the appropriate Division Dean for recommendation to the appropriate Vice President who shall make a recommendation to the President. This recommendation should be made no later than the end of the third semester (one and one-half years) of the review period.

5) The President, after reviewing the faculty member's performance, the circumstances involved, the recommendation of the department, the recommendation of the appropriate Division Dean, and the recommendation of the appropriate Vice President, shall make a determination on the feasibility of retraining and/or reassignment of the faculty member to

another position at the College. In the event the President does not recommend additional retraining or reassignment, the Board of Trustees and the Faculty Association shall be notified and the Association may communicate its views prior to final action by the Board.

Section H. Recall: Recall may result because of an additional need for faculty, program reestablishment or the alleviation of financial exigency. A tenured faculty member who is laid off will retain seniority at the effective date of layoff for up to three (3) years. During that three-year period, the faculty member shall be notified of any professional vacancy in the College that the faculty member is then qualified to fill. Recall shall proceed according to the principles of seniority. Recalled faculty shall be reappointed at the same rank and employment status held at the time they were laid off. If the laid-off faculty member is not recalled within the three-year period, the faculty member's appointment and seniority shall automatically be terminated.

ARTICLE 9 - VACATION LEAVE

Section A. Accumulation: Twelve (12) month nonteaching faculty shall be granted annual vacation leave of twenty-four (24) working days during each year of service within the college. This would be in addition to all college holidays.

Twelve (12) month and ten (10) month nonteaching faculty shall accumulate vacation leave at the rate of two working days per calendar month.

Leave may accumulate to a total of thirty-eight (38) working days the first year of this contract, thirty-six (36) working days the second year of this contract, and thirty-five (35) working days the third year of this contract.

Twelve (12) month teaching faculty shall be granted as vacation leave all academic holidays with the exception of their normal summer teaching assignments.

Vacation leave may be taken at such time as may be deemed appropriate by the faculty member's appropriate administrator. Faculty members terminating employment shall receive all accumulated vacation leave before the effective date of resignation.

Section B. Individuals Who Are Paid From Grants: Notwithstanding any other provision of this article, the annual accumulation for full-time individuals hired on or after September 1, 1982, and paid from grants shall be one and one-fourth (1 1/4) days per month for a total accumulation of fifteen (15) days per year.

ARTICLE 10 - SICK LEAVE

Section A. Authorization by College: Members of the faculty, other than persons having temporary appointments, shall earn sick leave at the rate of twelve (12) days per year. This leave will be credited at the rate of one (1) day per month. These credits become cumulative up to a maximum of two hundred four (204) days the first year of this contract, two hundred eight (208) days the second year of this contract, and two hundred twelve (212) days the third year of

this contract. The unit of computation for sick leave credits shall not be less than one-half day. Sick leave constitutes absence for reasons of illness or injury, dental, optical or medical appointments, quarantine regulations and serious illness in the immediate family or household requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies that the employee's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, spouse, children, brother, sister, grandparents, grandchildren or any person who is an actual member of an employee's household. Charges against earned sick leave credits shall be made only when absence for illness occurs on a workday. Sick leave credits cannot be earned for periods of leave of absence without pay.

Each member of the full-time faculty shall at the beginning of the academic year contribute one day of sick leave from his or her sick leave accumulation each year. These sick leave days will be accumulated in a catastrophic sick leave bank and would be available to each contributor who has exhausted individual sick leave and is required to be on leave because of a verifiable illness or disability. The maximum amount that any one person can draw from this bank is ninety (90) days. Disputes regarding the verification of illness shall be resolved by the College physician.

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After completion of five (5) years of service, members of the faculty shall be granted, in addition to earned sick leave, up to a maximum of thirty (30) days of sick leave providing a certificate or affidavit provided by the attending physician showing the incapacity or inability of the member to perform duties is submitted to the College. Any of the 30 days that were not used as a result of this provision will be held in a separate "bank" to be used in the future. This provision is a contract grant of thirty (30) days sick leave and can be used as needed during an individual's employment at the College.

In addition, members of the faculty who have not accumulated the necessary sick leave credits may be granted by the President, a maximum of thirty (30) days advance sick leave which shall not be deducted from future accumulations of sick leave.

Section B. Sick Leave at Half-Pay: After all earned sick leave credits have been used, full-time faculty having continuing appointments may, upon the approval of the President, be granted sick leave with one-half pay for a period of six months continuing from the expiration of the normal sick leave period.

Section C. Authorization by Board of Trustees: In unusual circumstances where undue hardship is evident, sick leave with half-pay, in addition to that already authorized in Section B may be granted by the Board upon the recommendation of the President.

Section D. Substitutes: Paid substitutes will be provided from the first day on a planned sick leave absence when advance notice is given. The Department Chairperson or Director shall immediately notify the appropriate Dean or Vice President when there is written notification from a physician at least one week in advance of sick leave absence for medical treatment (surgery, etc.). Paid substitutes may be provided for faculty on sick leave whenever, in the judgment of the respective department and the appropriate Dean and/or Vice President, such substitutes are necessary. Only when unforseen sick leave necessitates coverage for one week or less, coverage shall be without compensation.

Section E. Reporting: When absence is necessary under the provisions of sick leave, the faculty member or person acting in his/her stead must notify the office of the appropriate Dean/Director or designee in a timely fashion so that adequate provision can be made to cover the absence. A standardized form will be developed for this reporting with a copy provided for the individual. Faculty members are expected to submit a signed statement, monthly for teaching faculty and biweekly for nonteaching faculty, indicating the amount of leave taken during the period. The forms for reporting leaves are attached as Appendix A. Failure to submit this form by the appropriate return dates will result in a loss of accumulated leave for that period. No accumulation will be recorded until the necessary forms are completed

to the current date. If the above procedure cannot be followed due to illness, appropriate credit will be given at the time the individual returns to work.

ARTICLE 11 - PARENTAL LEAVE:

Section A. Notification of Pregnancy: A faculty member who is pregnant shall notify the appropriate department head, Division Dean, or Vice President in writing of the desire to take leave, and shall give such notice as soon as possible. The faculty member shall provide the College with the attending physician's approval of the length of time said faculty member may remain at work. The faculty member may, with the attending physician's approval, continue in active employment as late as said approval indicates.

Section B. Charging of Leave: All or any portion of a leave taken by a pregnant faculty member because of, connected with, or resulting from said pregnancy may be charged to available vacation leave or sick leave in accordance with Articles 9 and 10.

Section C. Additional Leave: A faculty member shall be entitled upon request to additional unpaid leave to be taken up to one year after birth. Application shall be made according to the provisions of Article 18, (Other Leaves of Absence).

Section D. Child Rearing: A member of the faculty may be granted leave for child rearing in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

Section E. Return from Leave: A faculty member on leave shall be treated in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 12 - ADOPTION LEAVE

Section A. Leave: A member of the faculty who is adopting a minor child may be granted leave in accordance with the guidelines established under Article 18 (Other Leaves of Absence).

Section B. Return: A member of the faculty has the right to be reinstated in a position of equivalent pay within one year from the adoption date in accordance with the provisions of Article 19 (Rights and Benefits of Faculty Members on Leave).

ARTICLE 13 - LEAVE FOR PROFESSIONAL ADVANCEMENT FOR THE BENEFIT OF THE COLLEGE

Section A. Policy: A restricted number of leaves for professional advancement may be made available to members of the faculty who meet the requirements set forth. The objective of such leave is to increase each person's value to the College in relation to the Annual College Goals and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

Section B. Purpose: Leaves for professional advancement shall be granted for study, formal education, research, writing, or other experience of professional value.

Section C. Eligibility: Members of the faculty who have completed at least six years of service within the College, or who, if they previously have had a leave for professional advancement, or sabbatical leave and have completed at least six years of service within the college from the date of return from their last leave, shall be eligible for leave for professional advancement.

Section D. Terms and Conditions: Leaves for professional advancement may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the faculty on leave for professional advancement may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the leave for professional advancement salaries to reflect such income, either prior to or during the periods of such leave, so that total compensation shall not exceed the total gross income of the individual for the period if said individual was not placed on the leave for professional advancement.

Section E. Applications: Applications for leaves for professional advancement shall be submitted to the appropriate Vice President, the Division Dean and to the elected faculty Ad Hoc Committee on Leaves for Professional Advancement as early as possible, usually about the first of January but in no event later than March 1. The College Development

Officer shall be an ex officio standing member of the aforementioned committee. Each application shall include a statement outlining the program to be followed while on leave, indicating any prospective supplementary income and stating that the applicant intends to continue as a member of the faculty for at least one year of service upon return from the leave, and will also submit a comprehensive leave for professional advancement report to the President within three months from the date of return.

Section F. Procedures: Copies of the application are to be presented to the appropriate Department Chairperson, Division Dean, Vice President, and the Ad Hoc Committee on Leaves for Professional Advancement. The faculty Ad Hoc Committee will then review the applications and make its recommendations to the President of the College. The Vice Presidents then recommend to the President the number of faculty who should be granted leave. The final recommendation to the Board of Trustees will be made by the President, in consideration of the above recommendations and the financial position of the College.

Section G. Approval: The Board may grant such leaves for professional advancement as it deems appropriate, upon the recommendation of the President.

Section H. Substitutes: During the absence on leave for professional advancement of members of the faculty, the President shall make appropriate arrangements for carrying on the

activities of the college with due regard to the reasonable workload of other members of the faculty. Persons on leave shall not be required or permitted to contribute toward the salary of substitutes during their absence.

ARTICLE 14 - BEREAVEMENT LEAVE

In the event of death in the immediate family, a faculty member shall be eligible for four (4) working days with pay. "Immediate family" shall include mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandparents, grandchildren, or any other individual who is an actual member of the faculty member's household. Normally said absence is to be reported to the appropriate Division Dean or Vice President on the first day.

ARTICLE 15 - PERSONAL LEAVE

Each ten (10) month faculty member and twelve (12) month teaching faculty member will receive three (3) Personal Leave days per fiscal year to be used for personal business. Each twelve (12) month nonteaching faculty member will receive four (4) Personal Leave days per fiscal year.

Personal Leave days will not accumulate from year to year. Such leave must have the approval in advance by the appropriate administrative person. Unused Personal Leave days will be added to the person's sick leave bank at the end of the year.

ARTICLE 16 - LEAVE FOR JURY DUTY, COURT ATTENDANCE OR OFFICIAL HEARING

On proof of the necessity of jury duty, attending court, or official hearing pursuant to subpoena or other order of the court, any faculty member shall be granted a paid leave of absence. The appropriate administrative person shall be notified in advance by said faculty member requesting such leave.

Upon notification to serve jury duty, the individual will advise the appropriate Vice President or Division Dean. In order to best accommodate the individual's work schedule, the College will seek a deferment. Substitutes for faculty on leave for jury duty shall be paid from the first day.

Any faculty member who takes jury duty leave shall remit to the College all remuneration received for jury duty less parking and mileage fee reimbursement during the period of leave.

ARTICLE 17 - MILITARY DUTY

Any faculty member who is required to render ordered military duty shall notify as soon as possible the appropriate Vice President and such leave will be granted as authorized under the laws of the State of New York (Section 242 of the Military Law). The time allowed for such military leave shall be reported to the appropriate authorities in conformance with the prescribed regulations.

ARTICLE 18 - OTHER LEAVES OF ABSENCE

Section A. Application: Applications for leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the college.

Section B. Approval: The President may grant members of the faculty, other than persons having temporary appointments, other leaves of absence, without salary, not to exceed a total of three (3) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence, without salary, for a period not to exceed a total of six (6) months during each year of service. The Board, after receiving the recommendation of the President, may grant such persons leaves of absence without salary for any period beyond six (6) months.

Section C. Notification: The College shall notify applicants for such leave in a timely fashion.

ARTICLE 19 - RIGHTS AND BENEFITS OF FACULTY MEMBERS ON LEAVE

Section A. Faculty members on noncompensated leave for professional advancement shall upon their return begin receiving compensation and advancement of seniority as though they had been employed by the College during such leave. Faculty members on noncompensated leave receive no economic fringe benefits paid by the College while on leave. Arrangements may be made by the individual to maintain health insurance,

life insurance, and disability insurance at the expense of the individual while on leave. While on compensated leave faculty members shall continue to receive the benefits and protection of this contract.

Section B. Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the faculty having term appointments, and all leaves of absence shall, in any event, terminate upon the expiration of such terms.

Section C. Faculty members on noncompensated nonprofessional leave shall be reinstated at the rank and seniority held at the time of their departure. The salary for a returning faculty member will be computed by using the base salary previously paid plus the raise for the year in which the person returns.

ARTICLE 20 - HEALTH INSURANCE

Section A. Basic Plan: All faculty shall be entitled to membership in the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider Rider, X-ray Rider, and the Dependent Student Rider to Age 23.

The College will pay the full cost of the Blue Cross/Blue Shield Rochester Plan including the Blue Million Preferred Program, Maternity Rider, X-ray Rider and Dependent Student Rider to Age 23. Any rate increases on or after September 1, 1987, will be shared equally by the individual and the College.

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Section B. Alternative Health Care Plan: Faculty members covered by this Agreement shall be given the opportunity to participate in the Genesee Valley Group Health Association, Preferred Care Plan, or Rochester Health Network. If an individual chooses to participate in any of these plans, the College will pay a portion of the cost of these plans in exactly the same amount as is paid to the individual participating in the Basic Plan. The additional costs shall be paid by the individual through payroll deductions.

Section C. Health Insurance Coverage for Retired Faculty: (See Article 26, Section F).

ARTICLE 21 - DENTAL INSURANCE

All full-time faculty shall be eligible to enroll in the Blue Cross/Blue Shield modified Smile Saver II Program. This program includes 70% for Class II, (Basic Restorative), 70% for Class III (Major Restorative), and 50% for Class IV (Orthodontic) services. This coverage applies to the Blue Cross/Blue Shield Schedule of Allowances.

The College will pay the full cost of this protection.

ARTICLE 22 - LIFE INSURANCE

All full-time faculty up to age 65 shall be entitled to membership in The Liberty Mutual Insurance Company Program. The College reserves the right to change insurance carriers as long as comparable benefits are provided. This program consists of an amount of insurance equal to two and one-half times the annual salary to a maximum of $250,000.

Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

If available through the carrier, individual faculty members may add an additional 1 1/2 times their annual salary at their own expense.

ARTICLE 23 - DISABILITY INSURANCE

All faculty of the College shall be eligible for membership in the Teachers Insurance and Annuity Association (TIAA) College Group Disability Program. The total disability insurance program includes a monthly waiver benefit which provides for payment of retirement premiums while the individual is receiving disability benefits. For new faculty members of the College there is a one-year waiting period for actual enrollment. This program, subject to a six-month waiting period by the enrolled faculty member, provides 60 percent of the basic monthly salary to a maximum monthly income benefit of $3,000.

The above benefits are reduced by any Social Security payments or disability payments payable under New York State Teachers Retirement System or New York State Employees' Retirement System.

The disability insurance program shall contain the TIAA 3% escalator clause. Any faculty member electing to participate in this program shall have 50 percent of this premium paid by the College.

ARTICLE 24 - NEGLIGENCE INSURANCE

The College agrees to provide negligence insurance protection including protection for the faculty member against malpractice, products liability, and corporal punishment. The amount of this protection is $10,000,000.

ARTICLE 25 - TUITION REIMBURSEMENT

The College agrees to budget the amount of $25,000 per year for tuition reimbursement. This reimbursement is available only for courses at duly accredited colleges and universities.

A deadline of August 31 preceding each year of this contract shall be established for the submission of any request for tuition reimbursement. Any requests submitted later than August 31 will only be considered after the initial approved requests have been honored. The maximum amount available for any year is $1500 per individual. The amount available will be prorated when the total approved request exceeds the budgeted amount.

A voucher policy will be established with any colleges or universities that agree to payment by voucher. If a voucher payment is not possible, payment for tuition of an approved request will be made to the individual who can satisfactorily show proof of enrollment. It is the requirement of the individual who has received a tuition payment to notify the College of a successfully completed course. If a course is not successfully completed, the individual must reimburse the College through payroll deduction.

ARTICLE 26 - RETIREMENT

Section A. Membership in Retirement Programs: Members of the faculty, other than persons having temporary appointments, may if eligible become members of any one of the following systems: New York State Employees Retirement System, New York State Teachers Retirement System, or Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

In accordance with New York State regulations, a faculty member not electing a system within thirty (30) days of the faculty member's eligibility date will automatically become eligible only for the New York State Teachers Retirement System. The retirement program shall be fully paid by the College to the extent permitted by law.

Section B. Mandatory Retirement: Continuing appointments shall terminate on August 31 next succeeding the seventieth (70) birthday of the faculty member on continuing appointment.

Section C. Voluntary Retirement: Members of the faculty who wish to retire at an age earlier than seventy (70) under the provisions of the retirement systems of which they are members, shall prior to applying for such retirement, notify the President with respect to the effective date of such retirement.

Section D. Emeritus Status: Members of the faculty, other than those having temporary appointments, who meet the

following conditions are eligible for Emeritus Status:

1) Completed a minimum of ten (10) years of full-time service at the College;

2) Have achieved the rank of Professor or Associate Professor;

3) Have retired in accordance with the provisions of Section B or Section C of this article;

4) Or who have retired because of incapacity in accordance with the provisions of Article 7, Section C, of this agreement.

Individuals who meet the above requirements may be granted Emeritus their professional rank as of the time of their retirement by action of the Board of Trustees acting upon the recommendations of the department involved, the Division Dean, appropriate Vice President and the President.

Professional rank emeritus shall carry with it such of the following privileges as are relevant and possible; use of the library, recreational and study facilities, use of office and laboratory space, eligibility for research grants, and representation of the college in professional groups, Academic Governance Organization, college mailing address, secretarial help, faculty dining privileges, and participation in convocations and academic processions.

Section E. Application of Unused Sick Leave: All members, except members of the New York State Teachers Retirement System, are granted application of unused sick leave as

additional service credited towards their retirement program, (not to be paid in cash to the individual) upon retirement up to a total of 200 days.

Section F. Health Insurance Coverage for Retired Faculty: For those retired faculty with fifteen (15) or more years of full-time service or for those retired faculty with a minimum of 12 years full-time service who have reached age 65 at the time of retirement, the College agrees to provide fully paid Blue Cross/Blue Shield coverage. For those faculty who are eligible for Medicare, the College agrees to provide the Rochester Blue Cross/Blue Shield Supplemental Plan which increases their coverage to that approximating the non-Medicare faculty.

As in the past, the Board may grant the above benefit to a retiree with less than fifteen (15) years of service.

ARTICLE 27 - INSURANCE ANNUITY REDUCTION

The College agrees to make available payroll reductions for deferred annuities. The College will maintain a list of six carriers jointly approved with the Faculty Association.

ARTICLE 28 - SAVINGS AND CREDIT UNION

The College will provide payroll deduction services for the Rochester and Monroe County Employees Federal Credit Union.

ARTICLE 29 - ONE-CHECK PAYROLL DEPOSIT

The College will continue to provide a one-check payroll deposit plan during the life of this contract.

ARTICLE 30 - FACULTY ASSOCIATION OFFICE

The College agrees to provide an office, if possible centrally located, and a desk, chair, telephone, file cabinet, and a typewriter for the Faculty Association. The Association agrees to pay the cost of the telephone trunk line, local calls, tie line calls and long distance calls.

ARTICLE 31 - ADJUNCT FACULTY:

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for Adjunct Faculty. The purpose of this article is to recognize the contributions of adjunct faculty, to attract and maintain a high calibre of adjunct staff, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status or physical disability.

Section B. Professional Working Conditions:

1) Office Space and Integration into the Professional and Intellectual Life of the College: A committee consisting of three College and three Faculty Association appointees shall periodically make recommendations on ways to provide office space for the use of part-time and adjunct faculty to integrate adjunct and part-time faculty into the intellectual and professional life of the College.

2) Mailfolder Locations: All adjunct faculty will have a mailfolder in the central mailroom and will be provided appropriate mail service (via central mailfolders, departmental mailfolders, postal service, etc.) by their individual departments.

3) Listing in the College Directory and Bulletin: All adjunct faculty shall have an opportunity to be included and listed as such in the College Directory. After four (4) cumulative semesters of employment, adjunct faculty shall have an opportunity to also be listed in the College Bulletin if they request such listing.

4) Orientation - College and Departmental: A college-wide orientation for all new adjunct faculty will be provided each semester. Additionally, department orientations shall also be held at the beginning of each semester for adjunct faculty.

5) Announcements: When a full-time vacancy occurs, adjunct faculty shall be notified by an announcement which will be posted in the mailroom.

Section C. Assignment of Available Courses: Departments are responsible for developing and implementing procedures for assigning available courses to adjuncts. These procedures must, of course, be consistent with general College policies (on Affirmative Action, etc.). After full-time faculty have satisfied their base load and after the overload requirements of full-time faculty are met, the balance of the courses will be staffed by part-time or adjunct faculty.

Among criteria to be considered are: credentials, relevant professional experience, relevant community involvement, teaching evaluations, number of semesters taught and specific course experience. The Office of the Vice President of Academic Affairs or designee shall annually provide two months prior to the beginning of the fall semester an updated list of the courses taught, when taught, and the number of times taught by an adjunct. Departmental procedures must facilitate the process for the timely appointment and employment of adjunct faculty. An adjunct faculty member may teach no more than nine contact hours in any one semester. Exceptions to this limit may be agreed to jointly by the Vice President for Academic Affairs and the Faculty Association.

Section D. Compensation:

	Amount per Contact Hour Per Semester		
Rank	1987-88	1988-89	1989-90
Adjunct Instructor	$ 399	$ 415	$ 432
Adjunct Assistant Professor	446	464	482
Adjunct Associate Professor	499	519	540
Adjunct Professor	579	602	626

Section E. Benefits:

1) Adjunct faculty shall be covered by negligence insurance in the same amount as full-time faculty; and to the extent required by law - worker's compensation, unemployment benefits, and retirement programs.

2) Adjunct faculty may participate in the health insurance program of the College (Article 20) at no cost to the College.

3) After one semester of teaching at the College, adjunct faculty may obtain a tuition waiver for one course at Monroe Community College that is deemed professionally relevant and approved by the appropriate Department Chairperson and Division Dean.

Section F. Academic Freedom: Academic freedom applies to adjunct faculty.

Section G. Application: The following articles of the contractual agreement shall apply to adjunct faculty:

Article 1 - Definitions, Sections B, C, D, and E.
Article 3 - Recognition, Sections A(1), C, D, and E.
Article 4 - Governance, Section B
Article 6 - Faculty Personnel Records
Article 24 - Negligence Insurance
Article 27 - Insurance Annuity Reduction
Article 28 - Savings and Credit Union
Article 29 - One-check Payroll Deposit
Article 31 - Adjunct Faculty
Article 36 - Reduced Teaching or Workload
Article 38 - Contract Legality
Article 39 - Contract Administration
Article 40 - Contract Printing and Distribution
Article 41 - Rights of the Board of Trustees
Article 43 - Grievance Procedures
Article 54 - Final Provisions

ARTICLE 32 - PLANNING OF FUTURE BUILDINGS AND MODIFICATION OF PRESENT BUILDINGS

The Facilities Committee shall contain one member selected by the President of the Faculty Association.

ARTICLE 33 - PARKING

The College shall provide cost-free reserved parking facilities for the faculty and staff in the administrative loop and parking lots A-1, A-2, B-7, and B-8.

ARTICLE 34 - INVOLVEMENT IN THE ANNUAL COLLEGE BUDGET

At the request of either party it is agreed that the Faculty Association Budget Committee shall meet with the President or a designee to discuss and exchange ideas and advice on matters relating to the budget.

ARTICLE 35 - ANNUAL COLLEGE BUDGET

Copies of the official annual College budget shall be made available upon the request of any faculty member.

ARTICLE 36 - REDUCED TEACHING OR WORKLOAD

The President of the Faculty Association, other Association officers, and, during any year in which negotiations are conducted for a complete successor agreement, the negotiating team, will be granted special consideration in the way of workload reduction. As an example, mini-negotiations shall be specifically excluded from workload reduction consideration. For the purpose of this Article, the negotiating teams shall consist of no more than four (4) members including the Chief Negotiator.

ARTICLE 37 - HOLIDAYS

All-College holidays are as follows: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the week days through the end of the year.

The Official College Calendar shall indicate those days on which all offices of the College are closed. Should a holiday fall on a Saturday, then the preceding Friday shall be observed as a holiday; should a holiday fall on a Sunday, then the following Monday shall be observed as a holiday.

ARTICLE 38 - CONTRACT LEGALITY

If any provision of this Agreement is held to be contrary to law, then such provision will be termed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

ARTICLE 39 - CONTRACT ADMINISTRATION

A designated representative of the President of the College and the Faculty Association shall meet on a regular basis to advise in the areas of official work rules, policies, directives, procedures, and practices of custom that are consistent with the terms and conditions of this contract and statutory law. All opinions rendered by such individuals shall be considered advisory.

ARTICLE 40 - CONTRACT PRINTING AND DISTRIBUTION

Copies of the Agreement shall be printed at the expense of the College and distributed to all faculty members represented by the Faculty Association.

ARTICLE 41 - RIGHTS OF THE BOARD OF TRUSTEES

The Board of Trustees of Monroe Community College, on their own behalf and on behalf of the President of the College, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws of the State of New York and the laws of the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and President and the adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 42 - BOARD OF TRUSTEES' POLICY MANUAL

Section A. If there are procedures concerning terms and conditions of employment outlined in the Board of Trustees' Policy Manual and these procedures are not followed, then the violation of these procedures is subject to the grievance procedures outlined in this Agreement. Changes, additions or amendments to the Board of Trustees Policy Manual may be initiated by the appropriate faculty governance organization committee and implemented upon approval by the President and the Board of Trustees. If the President disagrees with a change in procedures forwarded by the faculty governance organization, then the President or a designee shall indicate the reasons for disagreement and shall discuss those reasons with the appropriate faculty governance organization committee.

Section B. If the President or the Board of Trustees initiates any change in the present Policy Manual, the proposed change shall be forwarded to the faculty governance organization for its views. The faculty governance organization shall receive notice of the proposed change twenty (20) working days in advance of the effective day when classes are in session and thirty (30) working days in advance when classes are not in session.

Section C. In any case where policies require notice to the faculty governance organization notice shall also be sent to the Faculty Association.

ARTICLE 43 - GRIEVANCE PROCEDURES

Section A. Declaration of Policy:

1) The term "grievance" as used herein shall mean any complaint by any person covered by this Agreement, the College or the Faculty Association on its own behalf that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

2) This contract shall not provide for the handling of alleged grievances which occurred prior to the signing of this contract nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

3) Grievances shall follow the procedures outlined in Section B below. The termination of employment by the College shall not be the subject of a grievance. This does

not deny to any member existing rights under Article 7 (Termination) of this Agreement.

4) Every person or group of persons covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within twenty-five (25) working days after a person or group actually knew of the act or condition on which the grievance is based.

5) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of the person's choice, except that, if the Faculty Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.

6) In any instance where the Faculty Association is not represented in the grievance procedures, the administrator making the decision will notify the Faculty Association in writing of the resolution of the grievance at each level. The Faculty Association may appeal any grievance which seems either to violate any term of the contract or to affect working conditions of the employees in the bargaining unit.

7) The failure of an administrator at any level to communicate a decision to the grievant within the proper time

limit shall permit the grievant to proceed to the next stage of the grievance procedure.

8) The failure of a person or the Faculty Association to appeal a grievance to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.

9) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled when possible to avoid interference with class schedules. When such hearings and conferences are held during class or working hours, all persons whose presence is required shall be excused for that purpose without loss of payment from Monroe Community College.

Section B. General Procedures: All grievances shall be presented and adjusted in the following manner:

1) Step One - All grievances shall, whenever possible, be discussed first between the grievant and the grievant's supervisor (e.g. Department Chairperson, Director) in an informal and face-to-face contact to attempt in good faith to resolve the difference between them without invoking the steps as hereinafter set forth.

2) Step Two - The grievant, or the grievant's representative, shall formally initiate the grievance by presenting it in writing to the immediate administrative

person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step Two within six (6) working days, the administrator's decision shall be communicated in writing to the grievant and to the grievant's representative before the end of the seventh (7) working day after the grievance has been presented.

3) Step Three - If the grievance has not been resolved at Step Two, the grievant or Faculty Association may appeal the decision to the President* of Monroe Community College within (10) working days after receiving second step disposition. The President's decision shall be communicated in writing together with the supporting reasons to the grievant, the grievant's representative and/or to the Faculty Association within fifteen (15) working days after being received by the President.

4) Step Four - If a grievance has not been resolved at the conclusion of Step Three, it may be appealed to arbitration pursuant to written notice filed with the President within fifteen (15) working days after receipt by the grievant and the grievant's representative of the decision rendered by the President. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration

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*The term President as used herein shall mean in the absence of the President of the College, the Acting President.

Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions, and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from or modify the express provisions of this Agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties. In the event that the Faculty Association does not represent the individual in a grievance action taken to arbitration, the cost and expenses will be shared equally by the grievant and the College.

Section C. Procedure for College Grievances:

1) The College shall have the right to initiate a grievance. This grievance shall be initiated within twenty-five (25) working days after the College actually knew of the act or condition upon which the grievance is based.

2) Step One - All grievances shall be discussed first in an informal and face-to-face contact, between a representative of the College designated by the President and a representative of the Faculty Association designated by the President of the Faculty Association, to attempt in good faith to resolve the differences between them without involving steps as hereinafter set forth.

3) Step Two - If the grievance is not settled through discussion, the College shall formally initiate its grievance by presenting it in writing to the President of the

Faculty Association. The final determination at Step Two of the grievance shall be made by the President of the Faculty Association. The President of the Faculty Association shall communicate the position of the Faculty Association in writing to the President of the College within fifteen (15) working days.

4) Step Three - If the College grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President of the Faculty Association within fifteen (15) working days after receipt by the College of the position decided by the Faculty Association. The arbitrator shall be selected by the parties from a list of arbitrators submitted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth findings of fact, conclusions and order which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties.

ARTICLE 44 - COMPENSATION

Section A. Faculty Salary: The annual base salary of all full-time faculty shall be increased as follows:

	Ten-Month	Twelve-Month
9/1/87 - 8/31/88	6.55%	6.55%
9/1/88 - 8/31/89	2.1% of base salary + $1,768	2.1% of base salary + $2,122
9/1/89 - 8/31/90	3% of base salary + $1,452	3% of base salary + $ 1,743

Section B. Paraprofessional Salaries: Technical Assistant and Advisor:

	Ten-Month	Twelve-Month
9/1/87 - 8/31/88	6.55%	6.55%
9/1/88 - 8/31/89	2.1% of base salary + $1,768	2.1% of base salary + $2,122
9/1/89 - 8/31/90	3% of base salary + $1,452	3% of base salary + $ 1,743

Section C. Ranges: The following salary ranges shall apply:

TEN-MONTH	Entry Level			Maximum Salary		
	87/88	88/89	89/90	87/88	88/89	89/90
Technical Assistant & Advisor	$10,946	$11,383	$11,839	$24,328	$25,544	$26,822
Lecturer	16,000	16,640	17,030	34,000	35,700	37,485
Instructor	18,044	18,765	19,516	34,000	35,700	37,485
Assistant Professor Bursar Assistant Controller Assistant Director Manager	19,791	20,582	21,406	40,965	43,014	45,164

TEN-MONTH	Entry Level			Maximum Salary		
	87/88	88/89	89/90	87/88	88/89	89/90
Associate Professor Associate Director	22,702	23,610	24,554	48,192	50,602	53,132
Professor Director	26,197	27,245	28,335	53,245	55,907	58,703

Twelve month salary range will be plus 20% of the ten-month salary.

Section D. Method of Payment: Faculty on ten-month contract shall have the option to elect either a ten-month or twelve-month method of payment. Faculty member may make only one election for the year and must make this election before August 15 for the following academic year.

Section E. Overload Compensation: Faculty teaching an overload will be compensated as follows:

1) An individual's overload compensation shall be limited to no more than 9 contact hours per semester.

2) Rank	Amount per Contact Hour Per Semester		
	1987-88	1988-89	1989-90
Instructor	399	415	432
Assistant Professor	446	464	482
Associate Professor	499	519	540
Professor	579	602	626

Section F. Other Professional Work: Ten-month faculty members working in a professional capacity and extended beyond their ten-month contract will be compensated at the rate 10% per month of their current ten-month contract salary.

Section G. Nonprofessional Work: A faculty member working in a nonprofessional capacity will be compensated on an individually determined basis exclusive of this contract.

Section H. Department Chairperson Supplement:

Total of Full-time and Full-time Equivalent Faculty:

1 to 4.99	=	$ 800
5 to 9.99	=	1,000
10 to 13.99	=	1,200
14 to 35.99	=	1,400
36 and above	=	1,600

Section I. Adjunct Supervision:

Number of Adjuncts	-	Supervision Supplement
11 - 20	-	$2,000
21 - 30	-	3,000
31 - 40	-	4,000
41 - 50	-	5,000
51 and above	-	6,000

Section J. Community Service Courses: Compensation for community services courses shall be determined between the individual and the College exclusive of this contract.

Section K. Individuals funded by grants shall only be eligible for increases to the extent grant funds are available for this purpose.

ARTICLE 45 - SALARY EQUITY

Section A. A faculty person who is either an Instructor or Assistant Professor will have his/her salary (if necessary) adjusted up to the salary that would be equivalent to one standard deviation below the mean for his/her rank at the beginning of his/her first tenure year. The purpose of this adjustment is to remedy any inequities in initial hiring.

Section B. A faculty person who is an Assistant Professor will have his/her salary (if necessary) adjusted up to the average for Assistant Professor salaries for that year at the beginning of his/her tenth year of service.

Section C. A faculty person who is an Associate Professor will have his/her salary (if necessary) adjusted up to the average for Associate Professor salaries for that year at the beginning of his/her fifteenth year of service.

Section D. A faculty person who is a Professor will have his/her salary (if necessary) adjusted up to the average for Professor salaries for that year at the beginning of his/her twentieth year of service.

Section E. A faculty person who is a Professor will have his/her salary (if necessary) adjusted up to the salary that would be equivalent to one-half standard deviation above the average for his/her rank at the beginning of his/her twenty-fifth year of service.

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Section F. During the first year of implementation, the appropriate adjustments would be made for individuals who have more years of service than the minimum needed.

Section G. Higher rank faculty who do not meet the number of years criteria for adjustment for their rank, but do meet the criteria for the lower rank, will be adjusted to the average for the lower rank, if necessary.

Section H. For salary adjustments that occur during year two (2) and three (3), the salary after adjustment, for each rank, will not be higher than the first year adjusted salaries plus the salary increase for year 1 and/or 2.

ARTICLE 46 - DEPARTMENT TEACHING LOADS

Section A. Departmental teaching loads shall remain the same as those required for the 1986/87 academic year as indicated by the departmental onload faculty teaching assignment inventory forms which originate in the office of the Vice President of Academic Affairs.

During the registration period, departments shall meet on a regular basis with the Vice President of Academic Affairs or a designee to consult about adjustments in the Master Schedule and to avoid problems connected with untimely course cancellations.

No full-time faculty member shall be required to teach evening classes as part of a full-time teaching load unless a full-time teaching load is not available during the day in the department. A teaching obligation shall not extend beyond the normal academic year.

Full-time teaching faculty shall have opportunities to fulfill their teaching obligation days, evenings, weekends, summers and through College-sponsored Community Services Courses. An overload teaching assignment may consist of only part of a particular course or section, thus allowing a course to be taught partially as overload.

Every effort shall be made to schedule each faculty member's teaching load within a six-hour period on any one day, except where the faculty member may request or agree in writing to an extended schedule.

Full-time faculty shall maintain each semester five (5) office hours per week scheduled for the convenience of the students.

Efforts shall be made to have at least a six-month lead time for departments to plan the master schedule. The Vice President for Academic Affairs may lower load requirements to account for special projects, courses, etc. assigned by the department or College.

Section B. Adjustments in teaching loads within and between departments at the divisional level may occur with no net increase/decrease in aggregate divisional loads. These adjustments may be instituted by the Divisional Dean or Department Chairperson in agreement with the other party.

Other Adjustments - Upon mutual agreement between the Department Chairperson and Divisional Deans, class sizes in the master schedule may be selectively adjusted upward.

In cases where class sizes are adjusted (resulting in student conversion credits or faculty professional development fund accrual - explained below) a 15 percent limit will apply with respect to inceases in class sizes across the College.

Full-time Faculty - Load Applications of Increased Class Size Adjustments: Class sizes of full-time faculty which are adjusted upwards shall be credited toward teaching load on the basis of student faculty (S/F) ratio as determined by actual student credit hours divided by actual faculty contact hours (FCH) for the preceding year, as follows:

DEPARTMENT S/F Ratio	STUDENT CONTACT HOURS	FACULTY CONTACT HOURS
less than 14	17	= 1 FCH
equal to or greater than 14 but less than 18	20	= 1 FCH
equal to or greater than 18*	23	= 1 FCH

*Excepting English Department writing courses where the conversion factor is 20 Student Contact Hours.

Faculty Professional Developmental Fund Applications. Faculty may contribute to a Faculty Professional Development Fund as follows: (1) class size adjustment increases for full-time faculty in excess of load applications, (2) contact hours taught by full-time faculty which are neither applied to load nor treated as overload, (3) all increases in class size made for adjunct faculty. Student credit hours accrued in this manner shall contribute to the Fund at the rate of state base aid per student FTE - and distributed as follows

in the subsequent year that they are earned: one-half to the generating department, one-quarter to the generating division, and one-quarter to division deans - for use in faculty professional development projects.

The computation of student contact hours/student credit hour conversions shall be made as of the SUNY census date.

ARTICLE 47 - OFF-CAMPUS EXPENSE

For approved travel, the College will reimburse twenty-one cents ($.21) per mile for use of personal car in accordance with the College travel rules. The College will also reimburse for paid parking expense in accordance with the above mentioned rules.

ARTICLE 48 - TUITION WAIVER

The College shall provide a tuition waiver program for all full-time faculty, their spouses, dependent children and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of $55,000 the first year of the contract, $60,000 the second year of the contract, and $65,000 the third year of the contract. If any of the above limits are exceeded in any one year, this benefit shall be prorated with the individual responsible for the balance. This balance must be paid immediately, or arrangements may be made with the Personnel Office for payroll deduction.

In a class section where tuition waiver students are enrolled the College will, where facilities permit, increase the class size above the maximum by a number equivalent to

the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit except that application for this benefit must be made to the Personnel Office and received at least five weeks prior to the start of classes.

ARTICLE 49 - EARLY RETIREMENT

Section A. Eligibility - A faculty member who has reached age 55 before August 31, 1988, and has completed 18 years of full-time service by the above date shall be eligible for early retirement. To receive a one-time retirement incentive of 75% of base salary an individual must present an irrevocable written notice to retire early between December 1, 1987, and January 31, 1988, for retirement to begin September 1, 1988.

A faculty member who becomes eligible for the first time as of August 31, 1989, and only such a faculty member, must present an irrevocable written notice to retire early between December 1, 1988, and January 31, 1989, for retirement to begin September 1, 1989.

A faculty member who becomes eligible for the first time as of August 31, 1990, and only such a faculty member, must present an irrevocable written notice to retire early between December 1, 1989, and January 31, 1990, for retirement to begin September 1, 1990.

Section B. Benefits

1) Health Insurance: The same health insurance benefit shall be available as is available to the full-time professional staff under the contractual agreement. The same rate of College contribution shall be provided.

2) Life Insurance: An early retiree may continue the current life insurance program in effect at the College. The amount of insurance will be based on the individual's base salary at the time of retirement. The same rate of College contribution shall be provided.

3) Application of Unused Sick Leave: Retirees shall be permitted to apply unused sick leave toward their program consistent with the extent permitted by the individual retirement program. This benefit is not meant to be paid in cash to the faculty member.

Section C. Part-time Assignments: Faculty who have opted for early retirement may receive part-time or adjunct assignments. Normal assignment procedures would be observed in determining the availability for these assignments.

Section D. Privileges: Early retirement status shall carry with it each of the following privileges: use of the library, recreational and study facilities, faculty dining privileges, and college parking. The Board of Trustees may at their option grant emeritus rank in accordance with Article 26 of the agreement.

ARTICLE 50 - PART-TIME FACULTY

Section A. Purpose and Implementation: This article and this article alone will contain the benefits, working conditions, and salary for part-time faculty. The purpose of this article is to recognize the contributions of part-time faculty, to attract and maintain a high calibre of part-time faculty, and to ensure the continued quality of education at Monroe Community College. Both parties agree that nothing in the article shall be the basis for discrimination for reason of age, race, color, religion, sex, national origin, marital status, or physical disability.

Section B. Responsibilities and Definitions:

1) Teaching Faculty: Part-time teaching faculty will be defined as those faculty teaching less than a full departmental workload, hired for more than one semester and hired to perform the full range of responsibilities (committee work, participation in all departmental responsibilities and duties - such as advisement, etc.), that would be expected of a full-time teaching faculty member.

2) Nonteaching Faculty: Part-time, nonteaching faculty will be defined as part-time when they have been appointed to work at least 910 hours annually.

Section C. Appointments: When a full-time vacancy occurs in the department in which the part-time faculty member is currently employed, a part-time faculty member, if qualified

in accordance with the advertised requirements of the position, should be notified of the vacancy and shall be given a job interview if that person applies for the position.

Section D. Rank and Promotion: Part-time faculty shall be eligible for promotion.

Section E. Compensation: Part-time salaries shall be increased as follows:

September 1, 1987 - 6.55%

September 1, 1988 - 6.0%

September 1, 1989 - 6.0%

Section F. Benefits: Part-time nonteaching faculty appointed to work at least 910 hours annually and all part-time teaching faculty will have Blue Cross/Blue Shield coverage made available to them unless they already have comparable coverage. The College will pay 50% of the current premium for this coverage. Additionally, two days of paid sick leave (one for the Fall and one for the Spring Semester) can be taken each year.

Section G. Application: The following articles of the contractual agreement shall apply to part-time faculty:

Article 1 - Definitions, Section B, C, D, and E

Article 3 - Recognition, Section A (1), C, D, and E

Article 4 - Governance, Section B

Article 6 - Faculty Personnel Records

Article 24 - Negligence Insurance

Article 27 - Insurance Annuity Reduction

Article 28 - Savings and Credit Union

Article 29 - One-check Payroll Deposit

Aritcle 33 - Parking

Article 35 - Annual College Budget

Article 36 - Reduced Teaching or Workload

Article 38 - Contract Legality

Article 39 - Contract Administration

Article 40 - Contract Printing and Distribution

Article 41 - Rights of Boards of Trustees

Article 43 - Grievance Procedures

Article 54 - Final Provisions

Section H. Academic Freedom: Academic Freedom applies to part-time faculty.

Section I. Professional Working Conditions:

1) Part-time faculty shall have a mailfolder in the central mailroom and appropriate mail service (central mailroom, departmental mailfolder, postal service, etc.) made available to them.

2) Part-time faculty shall have an opportunity to be included and listed as such in the College Directory and Bulletin. Copies of the directory and bulletin will be made available to part-time faculty.

3) Part-time faculty will have access to orientation programs offered by the College.

ARTICLE 51 - JOINT COMMITTEE ON UNION/MANAGEMENT COOPERATION

It is agreed that a Union/Management Committee consisting of not more than three members selected by the Faculty Asociation - one of whom shall be the Contract Administrator (Faculty Association), and three members appointed by the President - one of whom shall be the Contract Administrator (College), will be established. The purpose of this Committee is to discuss any current affairs of mutual concern of the Faculty Association and of the College. The agenda for each Committee meeting shall be established by the President of the College and President of the Faculty Association.

It is agreed that in the interest of efficient management and harmonious union relations, it is desirable that periodic meetings be held. These meetings will be referred to as Union/Management Conferences. At least ten days prior to each meeting the College and the Union will exchange information as to proposed subject to be discussed at the forthcoming meeting. The times, dates and places of the meetings shall be agreed upon by the contract administrators.

No provision of this section shall in any manner be used to alter the terms of this contract, nor shall it in any way abrogate the rights and obligations of either party to the agreement.

ARTICLE 52 - GUIDELINES FOR FACULTY EVALUATION

(Faculty as defined in Article 4.00 of the Policies of the Board of Trustees, adopted January 26, 1978, as well as all faculty covered by the Contractual Agreement 9/1/87 to 8/31/90, Article 3, Section A).

GENERAL PURPOSE

To help faculty improve their performance.

To guide decisions about reappointments, tenure and promotions.

I. POLICIES AND PROCEDURES FOR FACULTY EVALUATION

A. Preliminary Requirements

1. Faculty rights and responsibilities concerning academic freedom, tenure, personnel records, continuing appointments and termination at Monroe Community College, as defined and covered by Article 5.00 of the Policies of the Board of Trustees and Articles 5, 6 and 7 of the Contractual Agreement, 9/1/87 to 8/31/90, shall not be changed by faculty evaluation.

2. Every position shall have a written description prepared by the department for those faculty who are members of departments, or by the division for those faculty who are not members of departments. Departments or division faculty have primary, but not sole, responsiblity for these written descriptions.

Administrative positions such as Directors, Assistant Directors, etc., shall have written descriptions drafted by the appropriate administrator who shall forward them to department members for review and input.

3. At the time of initial hiring, the position description, guidelines for faculty evaluation (including criteria and Annual Faculty Activity Report form), appraisal instrument and procedures for classroom/laboratory observations shall be given in writing to each faculty member by the department chairperson for those faculty who are members of departments, or by the appropriate administrator for those faculty who are not members of departments.

B. Procedures

1. All evaluation reports of individual faculty members shall be in writing and filed in the official personnel file in accordance with Article 6 of the Contractual Agreement, 9/1/87 to 8/31/90 and with the time schedule outlined in Section IV.C. of these Guidelines for Faculty Evaluation.

2. An evaluation report shall be defined as a written assessment of a faculty member's performance and will be used to help faculty

improve their performance and to guide decisions about renewal of appointments and promotions.

3. The criteria to be used in the evaluation shall be in writing and based upon a departmental appraisal instrument to be used within the department for all department members, or a divisional appraisal instrument for faculty who are not members of departments. The department or division faculty shall have primary, but not sole, responsibility for the criteria and appraisal instrument.
4. The process of evaluation shall include but not be limited to:
   a. Observations of performance of teaching and/or professional duties.
   b. Appraisal of the Annual Faculty Activity Report of the faculty member.
   c. For teaching faculty, appraisal of instructional materials.
5. The faculty member being evaluated may include appraisal of the Student Opinion of Course and Faculty Questionnaire. Departments may include additional items on this questionnaire.
6. A written copy of the appraisal instrument shall be given to the individual being

evaluated prior to the evaluation. This instrument shall include but is not limited to:

a. Descriptive identification information on the evaluator(s) and the faculty member being evaluated.

b. Specific evaluation objectives.

c. Specific evaluation procedures.

d. Specific evaluation criteria and the relative importance of the various criteria.

e. Signature lines for evaluator(s) and the faculty member being evaluated. The signature of the faculty member being evaluated does not signify agreement with the evaluation.

7. The written evaluation report shall be made available to the faculty member being evaluated no later than 10 working days after any evaluation has taken place.

8. Within 10 working days of receiving said written evaluation report, the faculty member being evaluated has the option of filing a written response to the evaluation. The faculty member may request a second evaluation.

9. The faculty member being evaluated and the evaluator(s) shall sign and date each evaluation report. The signature of the faculty member being evaluated does not signify agreement with the evaluation.

10. Within 10 working days of receiving said evaluation, the faculty member being evaluated shall develop a written plan for maintaining and/or enhancing effectiveness in teaching and/or position and for professional growth. This plan shall be mutually agreed upon by the faculty member and the evaluator(s) and shall become part of the written report.

C. Frequency of Evaluations

1. All full-time faculty shall be evaluated on as many occasions as are deemed appropriate by department policy for those faculty who are members of departments, or division policy for those faculty who are not members of departments. In the case of full-time nontenured faculty, this evaluation shall occur at least two times each year with at least one evaluation prior to December 1 of each academic year.

2. Faculty seeking promotion shall be evaluated on as many occasions as are deemed appropriate by department policy. Faculty seeking promotion must be evaluated at least once within the preceding 12 months.

D. Observations

1. Observations may be initiated by the faculty member, the department chairperson, director, or equivalent, department evaluation committee, or for those faculty not in departments, the appropriate administrator.

2. The faculty member shall receive written notice at least four working days in advance of each scheduled observation. Such notice shall include the name of the observer, the time of the observation, and the course or duties to be observed.

E. Evaluators

1. The evaluators shall be:

a. For faculty who are members of departments: tenured members of the department and the department chairperson, director, dean, or a committee thereof.

b. For faculty who are not members of academic departments: tenured faculty who are in similar positions, and the appropriate administrator, or a committee thereof.

2. The department chairperson, director or equivalent, the chairperson of the tenured faculty committee, or the appropriate administrator for those faculty who are not in departments, shall be responsible for the implementation and coordination of the evaluation process and procedures.

3. The College and the Academic Governance Organization shall provide guidance and training for those who are to be evaluators.

II. CRITERIA FOR FACULTY EVALUATION

The following categories shall be considered for faculty evaluation. In evaluating part-time faculty, the same categories shall apply as for full-time faculty. In evaluating adjunct faculty, effectiveness in teaching or effectiveness in position shall be the primary consideration.

A. Effectiveness in Teaching

May include, but is not limited to, the following:

1. Demonstrates knowledge and, where appropriate, skills necessary for the course.
2. Adapts methods and materials to the needs of individuals and groups while maintaining appropriate academic standards.
3. Conducts group discussion skillfully, encouraging student participation.

4. Demonstrates the relevance of classroom learning to life application.
5. Makes assignments which are meaningful and realistic.
6. Evaluates students' progress in terms of specific learning objectives.

B. Effectiveness in Position (Nonteaching Faculty)

May include, but is not limited to, the following:

1. Shows knowledge, competence and skill in position.
2. Shows planning, leadership, management abilities.
3. Accepts responsibility, uses good judgment, demonstrates initiative.
4. Organizes and disseminates information well.
5. Produces work of high quality and appropriate quantity.
6. Professionally meets time standards and commitments.

C. Professional Activity and Growth

May include, but is not limited to, the following:

1. Keeps current in subject matter(s) taught or area(s) of responsibility (e.g., attending conferences and workshops, pursuing independent study attainment of appropriate additional degrees, appropriate advanced study,

involvement with cultural activities, and/or equivalent activities).

2. Demonstrates enthusiastic interest in teaching or position.
3. Is constantly seeking and adapting better and creative methods and skills of teaching or position to meet changing conditions or needs.
4. Contributes to the professional field (e.g., active membership in professional organizations, consulting work, presentations, and/or equivalent activities).

D. Service to Students

May include, but is not limited to, the following:

1. Promotes an atmosphere of mutual respect, cooperation, enthusiasm, and courtesy.
2. Fosters student well-being (e.g., refers to appropriate office(s) and/or staff member(s) when indicated, generates ideas to improve services, develops specialized courses in response to students, and/or equivalent activities).
3. Assists in student advising, counseling, and cocurricular activities.

E. Service to Department/Program/Division/College

May include, but is not limited to, the following:

1. Is knowledgeable of and committed to the College's overall mission, philosophy, goals, and objectives.
2. Actively participates in department, program, division, and College activities (e.g., attends meetings, holds office, is involved in Faculty Association, is involved in committee work, mentorship, and/or equivalent activities).
3. Participates in problem-solving processes through generating and sharing of ideas.

F. Service to Community

May include, but is not limited to, the following:

1. Actively participates in community activities (e.g., presentations to community organizations, holds office in community organizations, committee membership in community organizations, and/or equivalent activities).
2. Promotes community understanding and good will (e.g., consulting work, high school/college visitations, and/or equivalent activities).

III.

ANNUAL FACULTY ACTIVITY REPORT

_____19__ to _____19__
(month) (month)

Name: _____ Date: _____

Rank or Title: _____

Department: _____

This report is to be completed by all faculty by November 15 each year. Only activities since the submission of the previous report should be included. Cover the following topics in the order given and attach your report to this cover sheet. Retain one copy for your files and forward copies to your department chairperson, director, appropriate dean or administrator, and appropriate Vice President.

A. Teaching Assignments and/or Position Assignments

Teaching - List specific courses, sections. Indicate new course development, substantial course revision, updating course materials. Record new teaching techniques.

Nonteaching - Indicate position title. List any specific assignments you have performed in your position that are not necessarily part of the usual description for this position. Indicate any innovative techniques or new approaches you have initiated, developed, and/or implemented.

B. Professional Activity and Growth

List specific courses, seminars, professional associations and activities leading to professional development, mastery of subject matter, enhancement of teaching or enhancement of position effectiveness.

C. Service to Students

List specific activities with students such as tutoring, advising, counseling. Indicate the amount of time devoted to these services.

D. Service to Department/Program/Division

List specific responsibilities such as committee assignments and special service activities.

E. Service to College

List College-wide committee activities and specific service activities.

F. Service to Community

Include significant organizations to which you belong. List specific service activities.

G. Other

Include specifics on research, publications, consulting work, and speaking engagements. List honors and awards. List any other activities that you feel are appropriate to this report.

IV. POLICIES AND PROCEDURES FOR PROMOTIONS

A. The criteria, procedures and policies for faculty evaluation shall apply to promotion recommendations.

B. In addition, the following criteria, procedures and policies shall apply to promotion recommendations:

1. Full-time faculty members shall be eligible for promotion at the beginning of their sixth year of professional, full-time employment.

2. The degree expected for promotion shall be a Master's Degree in or related to the field of employment. Exceptions may apply where the Department Chairperson and Vice President agree on a substitute.

3. Promotion recommendations shall be based on at least one evaluation within the preceding 12 months.

4. The evaluation process for promotion may be initiated by an eligible faculty member, a department committee, a department, a department chairperson, director of equivalent, dean and/or a College administrator. The individual faculty member must have completed an Annual Faculty Activity Report for the current academic year.

5. A faculty member not recommended for promotion by his/her department, department comittee, department chairperson, director or equivalent, dean and/or administrator may send a written request, along with supporting data, including a completed copy of the Annual Faculty Activity Report, directly to the

appropriate administrator who will forward the request and supporting data, along with his/her recommendations, to the appropriate Vice President. The Vice President will forward the request, supporting data, and administrator's recommendations, along with his/her recommendations, to the President.

6. Promotion from rank to rank (instructor to assistant professor, assistant professor to associate professor, associate professor to professor) is not automatic, but is based on meritorious proformance of teaching and other job duties.

   Three facets of professional performance at Monroe Community College will form the basis for every evaluation for promotion in academic rank:

   a. Excellence in classroom teaching/performance of job duties

   b. Continuing professional growth (above minimum levels)

   c. College service/community service

C. Time Schedule Guidelines for Promotion

The following schedule is a guide for determining when various steps for promotion should take place during the academic year.

On or before October 15 - the President of the College or his designee shall distribute copies of the Annual Faculty Activity Report to all faculty members.

On or before November 15 - Faculty members shall complete the Annual Faculty Activity Report and forward copies to the appropriate department chairperson and/or administrators.

On or before December 15 - Faculty recommendations are made to the appropriate administrator.

On or before January 15 - All recommendations by departments, department or faculty committees, and/or appropriate administrators shall be forwarded to the appropriate Vice President.

V. RECOMMENDATIONS CONCERNING FACULTY STATUS: REAPPOINMENTS, TENURE, PROMOTIONS

A. As set forth specifically in Articles 3 and 4 of the Contractual Agreement, 11/1/84 to 8/31/87, and as set forth specifically in Article 4 of the Policies of the Board of Trustees adopted January 26, 1978:

1. The faculty, through the appropriate committee or department, and consistent with the responsibilities vested in the President and the Board of Trustees, has primary but not sole responsibility for recommending faculty status.

2. The faculty, through the appropriate faculty committee, department and administration processes, shall have the right, the responsibility and the opportunity to present to the President of the College recommendations concerning appointment, reappointments, tenure and promotions.

3. Specific departmental responsibilities of faculty through departmental participation include:

a. Recruitment and recommendations in the selection of faculty.

b. Orientation and staff development for faculty.

c. Regular conference with, and evaluation of, non-tenured faculty and any resulting change of status.

d. Evaluation of faculty and any resulting change of status.

B. Faculty recommendations concerning faculty status are made by:

1. For faculty who are members of departments: tenured members of the department and the department chairperson, director, or equivalent, or a committee thereof.

The chairperson, director, or equivalent, may make his/her own recommendation after consideration of the recommendation of the department or committee and consideration of the faculty evaluation.

2. For faculty who are not members of departments: tenured faculty who are in similar positions and the appropriate administrator or a committee thereof.

The administrator may make his/her own recommendation after consideration of the faculty evaluation.

C. Faculty recommendations concerning faculty status are forwarded to the appropriate Vice President, and the President of the College.

1. For faculty who are members of departments:

a. The dean assists and guides the departments following the approved criteria, procedures and policies for faculty evaluation.

b. Department recommendations are sent to the appropriate dean.

c. The department recommendations are forwarded by the dean to the appropriate Vice President, along with his/her recommendation.

2. For faculty who are not members of departments:

a. Faculty committee and administrator recommendations are sent to the appropriate administrator.

b. The faculty committee and administrator recommendations are forwarded by this administrator to the appropriate Vice President.

D. The Vice Presidents shall forward to the President of the College all faculty recommendations. Recommendations can be made concerning faculty status by deans, administrators and Vice Presidents. Such recommendations shall be made only after consideration of the faculty recommendations.

E. While recognizing the primary, but not sole, responsibility for faculty recommending faculty status, the President shall consider all the recommendations including the recommendations from faculty through departments and/or the appropriate faculty committee.

F. The President, after consultation with the Vice Presidents and any other faculty or staff members he/she chooses, shall submit his/her recommendations to the Board of Trustees of the College.

ARTICLE 53 - APPOINTMENT OF FACULTY

Effective the third year of this contract, non-teaching faculty who are appointed without academic rank shall, after a period of five (5) consecutive one-year full-time appointments, be eligible to receive a three-year contract.

Effective September 1, 1987, new faculty hired with a tenure track appointment shall be eligible to receive tenure after five (5) consecutive one-year term appointments.

ARTICLE 54 - FINAL PROVISIONS

The agreement shall constitute the full and complete commitment by the Board and the Faculty Association and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall become effective September 1, 1987, and terminate at the close of business on August 31, 1990.

Department _____ APPENDIX A - 1

MONROE COMMUNITY COLLEGE

Monthly Personnel Report

Name _____ Month and Year _____

Indicate leave days taken by using the appropriate symbols.

S	Sick Leave
V	Vacation
D	Death in Family
PL	Personal Leave

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

_____
Individual's Signature

Please submit this form to your department chairperson. The department chairperson will submit the forms for his department to the appropriate offices by the 15th day of the following month.

White Copy - PERSONNEL OFFICE COPY
Yellow Copy - DEPARTMENT COPY
Pink Copy - VICE PRESIDENT OF DIVISION COPY

3/1/82

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MONROE COMMUNITY COLLEGE

TIME REPORT

APPENDIX A -

LOCATION

PAY PERIOD FROM THRU

RETURN BY

PERIOD NO. 46 49

EMPLOYEE NAME

POSITION

CLASSIFICATION TITLE

EMPLOYEE ID	JOB	OCCUR	ASSIGN
4-12	13	14-16	17-19

STD HRS

		LOST TIME DEFINITION							
WEEK	DAY	VACATION TIME	SICK TIME	COMP. TIME	FLOATING HOLIDAY	UNEXCUSE. ABSENCE	HOLIDAY	OTHER	HOURS WORKED
1	FRI.								
	SAT.								
	SUN.								
	MON.								
	TUES.								
	WED.								
	THURS.								
2	FRI.								
	SAT.								
	SUN.								
	MON.								
	TUES.								
	WED.								
	THURS.								
		170	180	190	160	450	150		

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS REPORT AND THE TIME REPORTED ABOVE IS CORRECT.

INDIVIDUAL'S SIGNATURE

SIGNATURE, HEAD OF DEPARTMENT

COORDINATOR TITLE

It is agreed that the Union Management Committee will study the entire range of the coordinator title with the exception of Adjunct Coordinator, which has been resolved as a result of negotiations. It is understood that this discussion will take place in an effort to have recommendations developed by the fall semester of 1987.

EMPLOYEE ASSISTANCE PROGRAM

The College agrees to participate in the Employee Assistance Program for all full-time faculty and staff covered by the Faculty Association agreement with the College. This coverage would be provided at full cost by the College. The program will be the program currently in effect with the County of Monroe and administered at Park Ridge Hospital.

SICK LEAVE FOR NONTEACHING PROFESSIONALS

Nonteaching full-time professionals will receive additional compensation when performing additional assigned responsibilities and duties beyond their normal job responsibilities which also necessitate working beyond their normal workday.

ATTENDANCE REQUIRED AT HONORS CONVOCATION AND COMMENCEMENT

It is mutually agreed that all full-time members of the professional staff and faculty are expected to be present at Honors Convocation and Commencement.

STUDY POSITIONS OF TECHNICAL ASSISTANTS AND ADVISORS

The Labor/Management Committee shall:

- Review present job descriptions for the purpose of identifying similarities and differences in duties and levels of responsibility.
- Review the present process for evaluation of staff and opportunities for promotion within these positions.
- Review the present salary structure and ascertain the appropriateness of establishing grade levels within such positions and/or other alternatives.

The Committee shall submit its findings and recommendations in writing to the Faculty Association and the College prior to December 15, 1987.

Upon receipt of these recommendations, the Faculty Association and the College agree to reopen negotiations concerning advisors and technical assistants for the purpose of finalizing an agreement on such recommendations prior to September 1, 1988.

CONTRACT COURSES

It is agreed that the Union/Management Committee will study by June 30, 1988, issues related to the administration of contract courses that have an impact on the contract.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For MONROE COMMUNITY COLLEGE

Signed Alice H. Young

Title CHAIRMAN, BOARD OF TRUSTEES Date:6/23/87

For MONROE COMMUNITY COLLEGE

Signed Peter A. Spina

Title PRESIDENT, MONROE COMMUNITY COLLEGE Date: 6/23/87

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

Signed David McNitt

Title PRESIDENT, FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE Date: 6/23/87

For FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE

Signed Charles R. Clarke

Title CHIEF NEGOTIATOR, FACULTY ASSOCIATION OF MONROE COMMUNITY COLLEGE Date: 6/23/87

For MONROE COMMUNITY COLLEGE

Signed Robert D. Brown

Title CHIEF NEGOTIATOR, MONROE COMMUNITY COLLEGE BOARD OF TRUSTEES Date 6/23/87

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NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS

NCCFT
LOCAL 3150

NASSAU COMMUNITY COLLEGE
Garden City, New York 11530
516-222-7198

CONTRACT

September 1, 1985
to
August 31, 1988

912

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CERTIFICATION OF REPRESENTATION AND ORDER TO NEGOTIATE

The Nassau Community College Federation of Teachers, formerly the Faculty Senate of Nassau Community College, having petitioned this Board for recognition and certification as the duly authorized employee organization to represent the public employees of the County of Nassau, in the unit hereinafter set forth, for the purpose of negotiating collectively on behalf of such employees with the County of Nassau, as the public employer, in the determination of their terms and conditions of employment and the administration of grievances arising thereunder, and,

The Board, upon due consideration of such petition as well as of all of the facts and evidence submitted in the course of a full hearing, conducted pursuant to Section VIII of the Rules of Procedure of this Board, and the findings and recommendations of the Hearing Officer made in connection therewith

IT IS HEREBY CERTIFIED THAT

THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS, formerly the Faculty Senate of Nassau Community College, has been designated and selected by a majority of the employees of the above named public employer, in the unit specifically described below, as their representative for the purpose of collective negotiations and the settlement of grievances: (order effective 10/5/72 and as amended)

UNIT:

All faculty staff personnel in the following categories:

- Professor
- Associate Professor
- Assistant Professor
- Instructor
- Assistant to the Dean
- TV Radio Producer Director
- TV Radio Engineer
- Technical Assistant I, II, III
- Administrative Assistant I, II, III
- Coordinating Counselor-Admission/Registrar
- Counselor-Admission/Registrar

Senior Counselor-Admission/Registrar
Registrar
Associate Registrar
Director of Admissions
Associate Director of Admissions
Coordinator Developmental Programs

Director of Special Programs:
Computer Systems Operations
Printing
Student Finance
Grants

The following job titles are specifically excluded from said unit on the basis of their status as managerial and/or confidential:

President
Executive Vice President
Assistant to President
Vice President
Dean
Associate Vice President
Assistant Vice President
College Comptroller
Personnel Officer
Director - MIS
Associate Dean
Assistant Dean

Director of Special Programs:
Administrative Services
Public Relations
Procurement
Fiscal Planning
Physical Ed. Complex

PREAMBLE

The County of Nassau, through the Nassau Community College, is engaged in furnishing vitally important educational services to the public. This agreement seeks to assure the orderly and uninterrupted operations of the College by maintaining a harmonious relationship between

the County and the College community.

Therefore, the County of Nassau and the Nassau Community College Federation of Teachers, in consideration of the mutual promises and obligations herein assumed, enter into this agreement on this 24 day of September 1985.

SECTION 1
THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS

1-1 The Nassau Community College Federation of Teachers has been duly certified as the representative of the negotiating unit by an order of PERB dated November 1968, as amended, as the exclusive and unchallenged negotiating representative for collective negotiations with respect to rates of pay, salaries, hours, grievances and other terms and conditions of employment for all of its employees in the negotiating unit for the period of this agreement. During the period of this agreement, the County of Nassau agrees not to negotiate with or recognize any other organization representing or claiming to represent employees within the employer-employee negotiating unit, as defined by Nassau County PERB.

1-2 No bargaining unit member may be reclassified or transferred to a position not included within the titles and classifications certified by the Nassau County PERB without his/her knowledge and written consent.

1-3 No non-unit person except as provided herein, may assume any job assigned to the bargaining unit without the permission of the Union.

1-4 The Union shall be notified 15 days in advance of the assignment of all faculty released time projects. Notification shall include the nature of the assignment as well as the beginning and ending dates of the assignment.

1-5 The Union shall be provided with an office, intra-college phone service, and unrestricted intra-college mail service.

1-6 Released time shall be granted to the Union as follows:

1-6.1 A maximum of 36 hours per academic year. Two days released time to be assigned at the discretion of the President of the Union.

1-6.2 The names of such designees shall be supplied in writing to the President, no later than one month preceding the beginning of the semester for which released time is sought.

1-7 The Union shall have the right to schedule Union meetings and conduct official union functions on campus. It is understood that Union members shall not attend such meetings nor participate in such union functions during their regular work schedule.

1-8 The President of Nassau Community College or his/her designated representative shall meet with the Executive Committee of the Union or their designated representative on matters of mutual interest at such times as is mutually agreeable.

1-9 The County agrees to deduct from the salaries of the members of the bargaining unit dues for the Union and transmit the monies, together with a report of deductions, to the Treasurer of the Union. However, no dues deduction shall be made until the Union has provided the County with a dues authorization signed by the employee on the form attached hereto and made part hereof as Appendix 4. The Union shall certify to the County, in writing, the current rate of its membership dues. Checkoff shall take effect fifteen days after receipt of same by the Nassau County Comptroller. The County agrees that it will not accord dues deduction or similar checkoff right to any other organization representing or purporting to represent employees in the negotiating unit, as defined by PERB.

1-10 The County and College agree to make available payroll deductions for tax deferred annuities with the following insurers: TIAA/CREF, Equitable

Life, Travelers, Prudential, Metropolitan Life, Connecticut Mutual, Aetna, John Hancock, Paul Revere or Mutual of New York, or any other insurers subsequently approved under Section 399 of the State Education Law.

SECTION 2
AGENCY FEE

2-1 Every member of the bargaining unit who is not a member of the Federation shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Federation an agency fee. Such fee shall be equal to 100% of the membership dues of the Federation.

2-2 The Federation shall forward to the fiscal or disbursing officer of the College a list of non-members and the sum of money to be deducted from each faculty member's paycheck for the agency shop fee.

2-3 Said full amount shall be deducted from each faculty member's paycheck not later than 30 days of receipt of a list of non-members. The fiscal or disbursing officer shall forward said total amount of agency shop fee to the Federation.

2-4 The Federation shall be solely responsible to account to the employees required to make such contributions for the receipt and disbursement of all funds collected pursuant to this paragraph and shall indemnify and hold the County harmless against all loss and liability, including without limitation, all costs of defense on account of any claim asserted by an employee relating to the collection, disbursement or purposes for which such funds may or shall be used.

2-5 Whenever the County shall be named as a party to any action, proceeding or claim which is subject to the indemnification provision of the paragraph, nothing herein contained shall abolish, limit or reduce the authority or responsibility of the

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County Attorney to appear and participate therein.

2-6 That pursuant to and in compliance with Section 208, Subdivision 3 of the Civil Service Law of the State of New York, the Federation has adopted by means of an addition to its by-laws an agency fee refund policy. A copy of that current refund policy as set forth in the Federation by-laws is attached hereto. Notice of such by-law refund procedure shall be provided to non-members of the Federation by mailing, conspicuous posting or other appropriate means. The Federation further agrees during the term of this agreement to maintain an agency fee refund policy in full compliance with the above referenced statute. Any change in the agency fee refund policy, as attached hereto, during the term of this agreement shall be done on notice to the "COLLEGE" and the Comptroller's Office of the County of Nassau.

SECTION 3
DEFINITIONS

3-1 **Union** -- means the Nassau Community College Federation of Teachers, Local 3150.

3-2 **Faculty*** -- means an individual who is in the negotiating unit established by the Nassau County PERB and represented by the NCC Federation of Teachers.

Instructional Faculty -- means both classroom and non-classroom faculty holding academic rank -- Professor, Associate Professor, Assistant Professor or Instructor.

Professional Faculty -- means all faculty without formal academic rank.

3-3 **Administration*** -- means all other full-time professional employees of the college.

3-4 **Semester** -- shall be as defined by the State University of New York, but shall in no event exceed fifteen (15) weeks of classroom instruction inclusive of examinations and registration. Semester shall be referred to as the "Fall" or

"Spring" semester.

3-5 **County**--means the County of Nassau.

3-6 **Grievance** -- means any complaint or dispute between parties hereto and agents of the parties or any faculty member or group of faculty members based on any event or condition affecting their terms and conditions of employment or the meaning, interpretation or application of this agreement. It shall not include matters relative to faculty members which are reviewable under the by-laws of the Academic Senate.

3-7 **PERB** -- means the Nassau County Public Employment Relations Board.

3-8 **Contact Hour** -- means fifty (50) minutes of actual classroom instruction.

3-9 **Seniority** -- Seniority commences from the date of the first appointment to a full-time departmental academic position (classroom or non-classroom) or a professional title within an academic department or a professional title in the professional faculty unit except as otherwise provided by contract. Seniority is not transferable to a new department or job category.

3-10 **Professional Appointment** -- Means probationary tenure track position.

*The definitions of Faculty and Administration are for the sole purpose of this document.

SECTION 4
WORK YEAR

4-1 **Classroom Faculty**

4-1.1 Classroom faculty appointments are normally for one (1) academic year, not exceeding two (2) regular semesters. In no case, however, is the actual year to exceed ten (10) months.

4-1.2 Each classroom faculty member, except new appointments, shall normally know his/her class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by

the Departmental Personnel & Budget Committee.

4-1.3 Classroom faculty members are not normally required to be on campus prior to the day after Labor Day.

4-1.4 The duties and responsibilities of classroom faculty members shall include student academic advisement during the fall and spring semesters. All classroom faculty will be expected to meet these responsibilities during intersession as well as the period prior to the start of classes in September and between final examinations and commencement. Actual work schedules during these special periods will be determined by the respective department chairpersons and the department P & B committees. However, 20% of the classroom faculty must be available for daily assignment.

4-2 **Non-classroom and Professional Faculty**

4-2.1 The work year for non-classroom and professional faculty shall be from September 1 to the following August 31.

4-2.2 Non-classroom and professional faculty may be granted a leave of absence without pay between the dates June 1 and the next occurring Labor Day in any year, upon application to the appropriate Supervising Administrator, with the approval of the President. During such periods of leave, said employees shall receive no pay from the County of Nassau or the College but the County shall continue to pay health and dental insurance benefits for each such employee during such periods of leave. This leave shall not be considered as an interruption of otherwise consecutive service.

4-3 **All Faculty**

4-3.1 Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings during the semester.

4-3.2 Attendance at commencement exercises and

other college-sponsored functions is not mandatory. However, at least 66% of the faculty of each department are expected to be in attendance. Faculty attending functions at Nassau Community College for which academic attire is required shall have the cost of said academic attire furnished by the College as stipulated in the contract.

4-3.3 With the approval of their P & B Committee and the College Administration, any faculty member may elect a one-half work load for a one year period at half their annual salary. This election may not be made for two consecutive years. This reduction in work load will not affect any benefits the faculty member is entitled to as a full-time employee.

SECTION 5
WORK WEEK

5-1 **Classroom Faculty**

5-1.1 Each classroom faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week, with the exception of faculty in the Music Department assigned to individual (one-to-one) instrumental instruction.

5-1.2 For that purpose, 75 minutes of instruction shall be counted as a 50-minute contact hour. No classroom faculty member, however, will be required to teach more than an average of 15 contact hours per week during any one school year.

5-1.3 Provided that notice in writing is given to the appropriate department chairperson or, in the event there is no chairperson and there is no acting chairperson, then to the Dean of Instruction, at least two months prior to the commencement of the school semester, up to one-third of the members of the classroom faculty may elect to teach only 12 contact hours that semester. The salary of each member of the classroom faculty

electing to teach only 12 contact hours shall be reduced by a sum equal to five percent (5%) of his/her annual salary then in effect for each semester in which such an election is made.

5-1.4 If more than one-third of the classroom faculty elects in writing to teach only 12 contact hours, then, and in that event, an order of priority will be developed by the Union and the College Administration under which only one-third of the classroom faculty in any one semester will be allowed to work a 12 contact hour schedule. The election to teach 12 contact hours above referred to may not be made by classroom faculty in departments which would be rendered incapable of operation by said election or where such election would cause the violation of any contract with the federal or state governments.

5-1.5 The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. A department's total offerings shall not be reduced because of the election to teach only 12 contact-hour programs by its members.

5-1.6 Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the fall semester 1971-72 Academic Year Program, which included three seminar hours. In no event, except as provided in the half-time option, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

5-1.7 In addition to the classroom hours, each classroom faculty member will be required to post two and one-half (2½) office hours per week. (At least one (1) hour must be scheduled in a block; the remainder in periods of no less than 30 minutes.) Classroom faculty will also schedule an average of five (5) hours per week to satisfy their academic responsibilities to the College and the department.

5-1.8 Room assignments and departmental time

schedules will be assigned equitably to all departments by the Dean of Instruction. Within the individual departments, courses will be assigned by the Personnel & Budget Committee or other designated elected department committee and the department chairpersons. These courses will be assigned on the basis of seniority or any other method agreed to by the members of the department.

5-1.9 All off-campus credit courses and credit courses taught via radio and television shall be offered at the initiation of the Department with the approval of the Administration in accordance with the terms and conditions of the NCCFT contract and the policies of the Academic Senate.

5-1.10 In addition, the following shall apply:

(a) An off-campus course, or a course taught via radio or television shall be defined as any credit course normally offered as part of the college curriculum but which is taught at a location other then the college campus, or by radio or television. An off-campus course, or a radio or television course may be considered as part of the regular course load of the faculty member.

(b) Faculty may be assigned to teach these courses as part of their regular course load on a strictly voluntary basis.

(c) Should an off-campus course or a radio or television course fail to develop after assignment, as part of a regular schedule, the faculty member shall have three (3) regular semesters to teach an extra course or courses in order to make up the deficit. Should it become necessary or with the concurrence of the Dean of Instruction, this assignment may be fulfilled during the evening or summer sessions.

(d) On-campus office and advisement hours may be reduced proportionately for faculty teaching off-campus courses or radio or television courses so that faculty may schedule conferences for their off-campus students. This adjustment must be

approved by the Dean of Instruction.

(e) On-campus schedules for faculty who also teach off-campus may be reduced to three (3) days with the approval of the Dean of Instruction but in no case shall a faculty member's on- and off-campus schedule exceed four (4) days.

(f) The mileage provision of the NCCFT contract shall apply for all off-campus teaching.

5-1.11 Teaching schedules will be assigned by the appropriate committee and chairperson in each department. The number of different instructional preparations each semester shall be kept to a minimum and shall not normally exceed three (3). Wherever possible, such schedules shall provide for a compact work week of no more than four (4) days, except on application of the individual faculty member to the Executive Committee of the Union and to the departmental Personnel & Budget Committee. A teaching schedule of less than four (4) days must have the approval of the Dean of Instruction. Final schedules will be filed in the Office of the Dean of Instruction.

5-1.12 Whenever possible, time will be provided to classroom faculty in the normal work week for professional development. Classroom faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full time at any other college or university.

5-1.13 In unusual cases in which the Administration is unable to acquire qualified adjunct faculty to cover classes, the Administration with 48 hours notice can request a full-time faculty member who is not on released time to teach one section in excess of his/her full-time teaching schedule. Class coverage by a full-time faculty member in these cases shall be wholly voluntary.

5-1.14 Compensation for day overload coverage will be at the rate of 1.67% per contact hour of individual's full time academic rank at Step 1.

5-1.15 Within five (5) days after the beginning of the semester, the Administration shall forward a list of faculty teaching overload to the NCCFT.

5-1.16 It is understood that teaching faculty in the Department of Nursing can serve on a voluntary basis as Advanced Standing Evaluators during the fall and spring semesters during the normal work day and work week. Such service will be during hours outside their normal teaching and/or office hours.

5-1.17 During the fall/spring semesters such service shall not exceed eight (8) hours per week. During other periods, such service shall not exceed sixteen (16) hours per week.

5-1.18 The rate of pay for such service shall be $18 per hour effective September 1, 1985 and $20 per hour, effective September 1, 1987. If College requests full-time faculty to evaluate evening faculty, they shall be paid $23 per evaluation, effective September 1, 1986.

5-2 **Non-classroom and Professional Faculty**

5-2.1 Non-classroom and professional faculty shall work 33 3/4 hours per week within a schedule to be developed in accordance with contract provisions.

5-2.2 Non-classroom and professional faculty shall be provided a period not to exceed ten (10) working days in any work year which may not be accumulated and carried forward to undertake a program of formal or informal professional development.

5-2.3 The normal work week for the non-classroom and professional faculty is 33 3/4 hours in five 6 3/4 hour days, Monday through Friday, commencing no earlier than 8 a.m. and terminating no later than 5:30 p.m. with a minimum of 1/2 hour for lunch. Departmental coverage will be provided. However, each member of the non-classroom and professional faculty will have the option of re-

questing a four day work week, 33 3/4 hour week upon their request to the P&B Committee and the approval of the supervising Dean or Vice-President. Said request will be granted or denied by the President at his discretion. (Four-day, Monday-Friday, need not be consecutive.) During the period between Memorial Day and Labor Day, the College Administration can establish a four (4) day work week on an institutional basis. Under this circumstance, an individual can either work the extended work day or may elect to use leave time to maintain the 6 3/4 hour day.

5-2.4 Non-classroom and professional faculty requested to work overtime by the appropriate supervising Dean or Vice President or Department Chairperson, who is authorized by the appropriate dean, shall be compensated at their straight time hourly rate of pay, not to exceed $20.50 per hour nor be less than:

$13.50 for year 9/1/85
$14.25 for year 9/1/86
$15.00 for year 9/1/87.

Compensatory time at the rate of time and a half may be given at the discretion of the supervising administrator only if requested by the faculty member. Compensatory time must be used by August 31 of the academic year in which it is granted. No faculty member shall be required to work overtime.

5-2.5 Professional and non-classroom faculty hired after February 1, 1975, may be employed by the College outside the normal work schedule, not exceeding 33 3/4 hours a week, five days a week. They must be so employed at the time of their initial hiring. Faculty employed after January 24, 1977 must be so advised in writing at the time of their initial hiring that their schedule may be varied.

SECTION 6
WORK DAY

6-1 Classroom Faculty

6-1.1 Although all classroom faculty are normally required to be available for assignments each week day during the academic year between the hours of 8 a.m. and 5:30 p.m., this does not mean that they must be on campus between the aforementioned hours. (See Memorandum of Agreement, Appendix I attached hereto and made part of this agreement.)

6-1.2 Teaching assignments shall normally be compact, not usually extending in any one day for longer than five (5) hours.

SECTION 7
EARLY A.M. CLASSES

Should the College Administration offer sections prior to 8 a.m., those sections will be taught by full-time faculty on a voluntary basis as part of their regular work day. In the event classes so scheduled require preparation by Technical Assistants, such assignments shall be voluntary and begin no earlier than one-half (1/2) hour prior to classes. In no instance shall such assignment be scheduled prior to 6 a.m.

SECTION 8
OUTSIDE ACTIVITIES AND PART-TIME EMPLOYMENT

8-1 The College recognizes an obligation to make available to the community the professional competence and technical knowledge of the faculty members. The potential value of such outside employment to the faculty and College is recognized.

8-2 Full-time employment by Nassau Community College shall be considered the primary employment of the individual and he/she shall limit other compensated professional activity so as not to

impair his/her educational effectiveness. In the event there appears to be a conflict, the Department Chairperson, in conjunction with the Department Personnel and Budget Committee and Dean of Instruction, shall attempt to reconcile the conflict. If it cannot be resolved at this level, it becomes a subject for grievance procedure.

SECTION 9
STUDENT-FACULTY RATIO

College-wide student-faculty ratio shall be 21.1/1.

SECTION 10
MINI-SEMESTER

10-1 It is understood and agreed that in the event the Academic Calendar Committee proposes an Academic Calendar containing two regular plus one abbreviated or "Mini Semester" between September 1 and the following June, and such a calendar is approved by the College Administration and the County, that the faculty will not be required to teach during the said "mini semester." The faculty shall have the option, however of teaching during any "mini semester" at the prevailing overload rate. It is specifically understood and agreed that any "mini semester" as above described, would not be considered part of the normal workload of the faculty.

10-2 This section is not to be considered an agreement or commitment, by either the County or the College Administration, to actually schedule a "mini semester."

SECTION 11
EQUAL EMPLOYMENT POLICY

11-1 As an equal opportunity employer, Nassau Community College shall not discriminate against any person because of race, color, religion, national origin, sex, age, sexual preference, physical handicap, or marital status, except as such

conditions constitute bonafide occupational or assignment qualificatiops.

11-2 The appointment policy of Nassau Community College shall comply with applicable provisions of federal, state and municipal laws and ordinances and the College's Affirmative Action Plan with respect to equal employment opportunity and non-discrimination in the rates of pay, hours, and terms and conditions of employment, including work assignments, educational and training opportunities, use of facilities, and opportunities to serve on committees or decision-making bodies.

SECTION 12
ADMINISTRATORS-TEACHING

12-1 Members of the Administration are encouraged to teach from time to time during the academic year, as long as such teaching does not interfere with their normal duties, subject to the following:

12-1.1 He/she must meet the minimum academic requirements of that department as determined by the department's P&B Committee.

12-1.2 No administrator shall teach more than one course per semester.

12-1.3 No administrator shall be assigned a course until all full-time faculty have received their schedules.

12-1.4 The teaching performance of an administrator shall be subject to the normal departmental evaluation process. These evaluations will serve to determine whether future teaching assignments are offered to the administrator.

SECTION 13
FACULTY FILES

13-1 There shall be only one set of official personnel files, which shall be kept in the College Personnel Office. These shall include but not be limited to the following:

13-1.1 Personnel information.

13-1.2 Information relating to the employee's academic and professional accomplishments submitted by

the employee or placed in the file at his/her request.

13-1.3 Records generated by the College.

13-1.4 Memoranda of discussions between the employee and his/her Department Chairperson relating to evaluations of the employee's professional performance.

13-2 There shall be a separate pre-employment personnel file which shall contain confidential references and materials to be utilized solely in the initial appointment process.

13-3 No materials shall be placed in a faculty member's personnel file unless said faculty member has been so informed by memorandum from the Personnel office and has been given an opportunity to examine said material and to attach any comments he/she may desire, unless said material has already been initialed by said faculty member. If the faculty member does not concur in any evaluation or statement concerning him/her, notations to this effect shall be affixed to said material.

13-4 All documents shall be dated and sequentially numbered as received.

13-5 Only the following people shall be authorized to examine the files of a faculty member: members of the Board of Trustees, the President, the appropriate Supervising Administrator, the appropriate Chairperson, members of the Personnel and Budget Committee, members of the Professional Advisory Committee, members of the Promotion and Tenure Committee, the faculty member himself/herself with or without an advisor of his/her choice, the Personnel Officer and necessary clerical personnel. Committee members mentioned above and Trustees may see only relevant data only when a faculty member's application for promotion or tenure is being evaluated, or when a faculty member is being considered for reappointment or dismissal.

13-6 No other person--inside or outside the College--

shall be permitted to examine any personnel files under any circumstances whatsoever except with the consent of the concerned faculty member. No file or copy thereof shall leave the College Personnel Office (except to the President's Office and back by special messenger), nor shall any information contained therein be made available to any outside source or agency without the written permission of the faculty member concerned, except as required by law.

13-7 When the personnel records of a faculty member are used by an authorized person, a memorandum of the use of these records, which shall include the purpose of the use, shall be mailed to the faculty member concerned.

13-8 The official personnel file shall constitute the only verified and reliable document for the purposes of evaluation, promotion, tenure, reappointment and dismissal. The faculty member may, however, submit additional verifiable data on his/her application for promotion and/or tenure.

13-9 Each department and the Office of the Dean of Instruction may maintain a file for each faculty member which shall include only his/her date of initial and succeeding service, rank, step salary, record of promotion and tenure status.

SECTION 14
ACADEMIC FREEDOM

14-1 The College recognizes that academic freedom is essential to the free search for truth and its exposition.

14-2 All faculty members are entitled to full freedom in the publication of the results of their research, subject to performance of their other academic duties. Research conducted during the normal working day for pecuniary return must be based upon an understanding with the President. The teacher is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

SECTION 15
COLLEGE-WIDE METTINGS

15-1 Two faculty/administration meetings shall be scheduled in the Academic Calendar.

15-2 The President may call such other faculty/administration meetings as he shall see fit.

SECTION 16
EVALUATION OF PROFESSIONAL COMPETENCE

16-1 There shall be an assessment of the professional activities of all faculty to maintain academic and professional excellence. The purpose shall be to encourage the improvement of individual performance and provide the basis for assessment of professional competence and fulfillment of professional obligations.

16-2 There shall be two forms of assessment:

16-2.1 **Classroom Observation** - To measure effectiveness in teaching, and

16-2.2 **Year-End Evaluation Report**

16-3 All observations and evaluations of individual faculty members shall be in writing. The individual concerned shall discuss the observation or the evaluation with the evaluator prior to the preparation of the final written report. The individual faculty member shall sign each observation or evaluation report and be premitted to file a written reply to any portions of said report to which the faculty member may take exception. Each department observation or evaluation report shall be submitted through the Department Chairperson to the Department P & B Committee within one (1) week of the observation or evaluation visit and/or conference. All observation and evaluation reports shall follow the department evaluation guidelines. Each written report shall be placed in the official faculty file within thirty (30) days of said observation or evaluation.

16-4 **Classroom Faculty:** The Year-End Evaluation

Report may include observation of teaching and shall include evaluation of performance of professional duties. It shall be based on the consideration of the following:

16-4.1 Mastery of the subject matter;

16-4.2 Effectiveness in teaching;

16-4.3 Scholarly ability;

16-4.4 Effectiveness of college service;

16-4.5 Continued professional growth.

16-5 **Non-classroom and Professional Faculty:** The evaluations of non-classroom faculty with academic rank shall consider:

16-5.1 Mastery of the subject matter;

16-5.2 Effectiveness in the Library or effectiveness in Student Personnel Services;

16-5.3 Scholarly ability;

16-5.4 Effectiveness of college service;

16-5.5 Continued professional growth.

16-6 Academic departments and administrative units shall develop specific evaluation criteria for professional faculty.

16-7 **All Faculty:** Non-tenured, full-time and all adjunct faculty, shall be evaluated at least once during an academic year by the Department Chairperson and/or the Department P & B Committee (or immediate supervisor for those professionals not attached to academic departments). The evaluation of classroom non-tenured faculty must include classroom observation. Non-tenured faculty shall also be evaluated once during an academic year by the Academic Vice President, the Dean of Instruction or Associate Dean for Academic Affairs. Tenured faculty may be evaluated on an annual basis by the Department Chairperson and/or the P & B Committee (or the immediate supervisor for those professionals not attached to academic departments) and by the Academic Vice President, the Dean of Instruction or the Associate Dean for Academic Affairs. However, all tenured faculty must be evaluated at least once every two (2) years with a written

report placed in their official file. Said evaluations of tenured faculty may include a classroom observation. No faculty member shall be evaluated more than once in any academic year by the Academic Vice President, the Dean of Instruction or the Associate Dean for Academic Affairs except on the invitation of the faculty member.

16-8 No other person may participate in the evaluation process except with the approval of the faculty member. The evaluation process will not be used to harass a faculty member.

16-9 Each evaluator shall submit through the Department Chairperson a written evaluation report to the Department P & B Committee within one week of the evaluation visit. All evaluators shall follow the department evaluation procedures.

SECTION 17
GRIEVANCE PROCEDURE

17-1 The Union or any member of the Bargaining Unit shall have the right to present his or her grievance in accordance with the procedure described herein, containing the steps set forth below, with or without a representative of the Union, free from interference, coercion, restraint, discrimination or reprisal.

17-2 There shall be a three-person Grievance Board, one member to be selected by the College Administration, one member selected by the Union, and both shall choose a third member. The third member shall serve a one year term but be eligible for annual reappointments thereafter. Members of the Grievance Board shall serve one year terms, and may be reappointed to the Board.

17-3 **STEP I - Informal Stage**

17-3.1 Any faculty member in the Bargaining Unit may present and discuss his/her grievance within six months of the date of the alleged grievance, either with or without a representative of the Union. Similarly, a representative of the Union may present and discuss a grievance on behalf of any

employee or group of employees with the chairperson of the department involved and which shall be entirely informal. Any settlement, withdrawal or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. A determination at this step by a non-unit member which is acceptable to the grievant and the Union is binding on the parties. A determination at this step by a unit member which is not acceptable to the College/County Administration is not binding and the grievance may proceed to Step 2.

17-4 **STEP II - Formal Stage - Supervising Dean or Director**

17-4.1 If a grievance is not satisfactorily adjusted in Step I, the grievant may, within ten (10) days, file a notice of grievance with the Nassau Community College Grievance Board. Within ten (10) working days of receipt of the decision from Step I, the grievant shall present the matter to the Supervising Administrator. The Supervising Administrator or his/her designated representative shall make his/her determination within ten (10) working days after the matter is presented to him/her and after appropriate consultation with any or all parties to the grievance, provided, however, that if the employee has not requested that the Union representative present the matter on his/her behalf, no such determination shall be made without two (2) days prior notification of the grievance by the Supervising Dean or Director of his/her designated representative to the Union.

17-5 **STEP III - Grievance Board**

17-5.1 The grievant or the President of the Union may appeal the decision made under Step II to the Nassau Community College Grievance Board within five (5) days after receipt of such decision. Hearings shall begin no later than ten (10) days after the receipt of notice of appeal. The procedure for the processing of the grievance before the

College Grievance Board shall be as set forth by the rules and regulations of such Board. The Grievance Board shall issue a written decision within twenty (20) working days from the date hearings are concluded. The determination of the Grievance Board shall provide for retroactive pay in the event that the County is ultimately determined to be wrong in a matter involving loss of pay and shall be retroactive as to seniority in a matter where the County was wrong as to seniority.

17-5.2 Copies of the decision of the Grievance Board are to be given to the grievant, the President of the Union, the President of the College, the County Executive and the Office of Employee Relations.

17-5.3 If within five (5) days of receipt of the decision of the Grievance Board either the grievant, if an individual; the President of the Union; the President of the College or the Office of Employee Relations; objects to the Grievance Board's decision, they may appeal the decision to Advisory Arbitration by serving written notice to the County Executive, PERB (through the Nassau County Commissioner of Labor), the Office of Employee Relations, the Grievance Board and all other parties to the grievance. Failure to appeal the Grievance Board's decision in the manner specified above, shall mean the Grievance Board's decision stands.

17-6 **STEP IV - Advisory Arbitration**

17-6.1 **Selection of an Arbitrator**

(a) Within ten (10) working days of receipt of written notice of appeal to Advisory Arbitration, PERB shall supply to each party a list of seven (7) qualified arbitrators from the list of mediators, fact finders and arbitrators of Nassau County PERB.

(b) The parties shall then meet and make their selection of an arbitrator in the following manner: Each party shall alternately strike from the list one of the names, with the order of striking determined by lot, and the last remaining person shall

be designated as the Grievance Arbitrator. The name striking process shall be completed within five (5) days of receipt of the list from PERB. Upon the failure of either party to participate in the selection process, all names on the list shall be deemed acceptable to it.

(c) If, within one week of their selection, the parties cannot obtain a commitment from the selected arbitrator to serve, a request shall be made to PERB to assign an arbitrator, and the parties will be bound by such selection of PERB.

(d) Should PERB not submit a list of qualified arbitrators to the petitioning party within ten (10) working days of receipt of a written request for said list, the petitioning party may file a demand within ten (10) working days for advisory arbitration with the American Arbitration Association in accordance with the procedures of the American Arbitration Association.

17-6.2 **Decision of the Arbitrator**

(a) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the close of the hearing, or if oral arguments have been waived, then the date of final statements and proofs are submitted to him/her. The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issue in writing to the County Executive, the Union, the President of the College and the grievant, if an individual.

17-6.3 **Cost of Arbitration**

(a) The cost for the services of the arbitrator, including expenses, if any, will be shared equally by the County and the Union, or the individual grievant where the grievance is not processed under Union auspices.

17-6.4 **Appeal of Arbitrator's Decision**

(a) Within five (5) days of receipt of the arbitrator's decision the President of the College, the Union or the individual grievant, where the grievance is not processed under Union auspices, may appeal the

arbitrator's decision to the County Executive for a final determination. Such appeal shall be in writing and served on all other parties to the grievance at the time it is served on the County Executive. If the arbitrator's decision is not appealed to the County Executive within this five (5) day period, the decision of the arbitrator shall stand.

17-7 **STEP V - County Executive**

17-7.1 If the arbitrator's decision is appealed, the County Executive may, at his discretion, hold a hearing with all parties to the grievance present. The County Executive's final determination of the grievance shall be based on the grievance record, the findings of fact as established therein, and other relevant factors.

17-7.2 Any party shall be entitled to submit briefs to the County Executive by filing a Notice of Intent to do so within five (5) days of the sending of a Notice of Appeal by the appealing party. Briefs shall then be submitted within fifteen (15) days, and reply briefs (if any) within five (5) days thereafter.

17-7.3 For purposes of the County Executive's determination, and for any Article 78 proceeding which is instituted to challenge that determination, the grievance record shall include the briefs permitted hereby, if any.

17-7.4 In addition to the grievance record, the County Executive may consider any other relevant factors.

17-7.5 Should the County Executive fail to render a final determination in writing within fifteen (15) days of receipt of the arbitrator's decision, or notice of appeal, the decision of the arbitrator shall stand.

17-8 **Grievance Procedure - Miscellaneous Provisions**

17-8.1 This grievance procedure shall not be used to adjust a complaint where:

(a) The law establishes and requires a specific procedure and method of redress inconsistent with the procedures herein established, or

(b) The Board is without authority to act.

17-8.2 Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

17-8.3 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, shall be deemed to be a waiver of the right to appeal.

17-8.4 For the purpose of these grievance procedures, the term "day" means working day unless otherwise specified.

17-8.5 Conferences and hearings held under the procedure provided herein shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing to attend. When such conference or hearing is held during working hours, all individuals necessary for the conference or hearing shall be excused without loss of pay for that purpose.

17-8.6 Grievances shall be recorded on the standard grievance form as provided in Appendix 5 attached hereto.

17-8.7 By mutual consent, the parties may expedite the grievance procedures established herein.

SECTION 18
ACADEMIC SENATE

18-1 It is the Academic Senate of Nassau Community College that shall provide the College community with a voice in general educational goals and policies as well as other matters of concern to the College community. The Academic Senate shall have responsibilities and powers in the following areas unless otherwise restricted by law and the provisions of this contract.

18-1.1 To examine, approve and recommend curricula for examination by the President and the Board of Trustees.

18-1.2 To recommend requirements for admission, de-

grees, and graduation.

18-1.3 To formulate and propose academic policies including policies on class size, academic advisement, educational TV, and academic calendar for the consideration of the President and the Board of Trustees.

18-1.4 To provide a forum for the consideration of academic matters of mutual interest to the College community.

18-1.5 To formulate and propose policies in those aspects of student life which relate to the educational process.

18-1.6 The Academic Senate shall annually publish an updated list of the Academic Departments.

18-2 The Academic Senate shall mean that association representing full-time faculty and Administration (as defined by contract) and students of Nassau Community College.

18-3 The proportional representation of the membership of the Academic Senate as of 78-79 academic year shall remain unchanged during the life of this contract.

18-4 In addition there shall be one (1) Senator appointed by the President of the NCCFT and one (1) Senator from and elected by all faculty not attached to academic departments.

SECTION 19
ACADEMIC DEPARTMENT CHAIRPERSONS

19-1 The academic department chairperson is a member of the instructional faculty and shall function as the chief academic officer of his/her department. He/she shall carry out the department's policies as well as those of the faculty, administration, and the Board of Trustees which are related to it and generally supervise and coordinate the activities of the department.

19-2 **ELECTION**

19-2.1 Each academic department will elect a chairperson at a department meeting in April. Election

shall be for a four (4) year term, commencing in April 1986 and the Chairperson shall assume his/her duties on the August 20th of the year in which he/she is elected. All full-time faculty of the department may vote. Balloting shall be secret with a majority vote of the department necessary for election. The chairperson must hold both academic rank and academic tenure. An individual can be elected for more than one term.

19-2.2 In the case of resignation, retirement or removal, the department shall hold a new election within one (1) month for the remainder of the term of office. In the interim, the secretary of the P & B Committee shall function as a temporary chairperson.

19-2.3 The Academic Vice President and/or the Dean of Instruction shall submit an annual report to each department which will include the evaluation of the chairperson's effectiveness. The department chairperson shall also submit an annual report of the departmental activities for the year. The subject contents of these reports will be outlined by the Administration in concert with the Union.

19-2.4 The Vice President of Academic Affairs and/or the Dean of Instruction shall have the right to remove a department chairperson after a minimum of one semester service for:

a. Incompetent service
b. Neglect of duties

19-2.5 Notice shall be presented at least thirty (30) days prior to removal. The chairperson so removed shall be entitled to a copy of particulars regarding this action. This decision shall be subject to the contract Step III level grievance procedure. The Step III decision will not be subject to further review.

19-3 **DUTIES**

19-3.1 In order to maintain standards and insure academic excellence within the department, the chairperson's responsibilities shall include but not be limited to the following:

(a) Convene and chair regular meetings of the department at which time the chairperson should report the actions of departmental committees and also information concerning administrative policies and/or directives.

(b) Have responsibility for departmental correspondence and departmental records.

(c) Have responsibility for the allocation of funds and the implementation of the departmental budget with the approval of the Vice President of Academic Affairs. Approval shall not be denied except for unusual circumstances which shall be communicated to the department in writing.

(d) Consider and implement the policies of the Personnel and Budget Committee and other committees and report these actions to the departmental faculty. In those cases in which there is a disagreement between the chairperson and P & B Committee, or other committees, the issue shall be reported to the department for resolution, except in the matter of normal personnel decisions.

(e) Coordinate and supervise the activities of the allocated clerical staff of the department.

(f) Serve as *ex officio* member of the departmental academic committees and coordinate the activities of these committees and report these actions on a regular basis.

(g) Coordinate the academic advisement and registration procedures with the department.

(h) Supervise and manage the physical facilities under the jurisdiction of the department.

(i) Transmit the tentative departmental budget to the appropriate dean or vice president with his/her own recommendations.

(j) Represent the department in articulation with other departments, the administration, and outside agencies concerning educational activities.

(k) Be responsible for promoting the academic growth of all members of the department.

(l) Serve as chairperson of the departmental P & B Committee.

(m) Will be available during the periods of registration for consultation.

(n) Participate in and supervise the process by which adjunct faculty are evaluated.

(o) Responsible for selection of day adjunct faculty following established College policy. The chairpersons of Student Personnel Services and Library shall be responsible for and coordinate all hours of departmental functions and activities. In addition, the chairperson of SPS will:

(1) Implement departmental policies on student developmental and educational issues.

(2) Communicate departmental input on student developmental and educational issues to the appropriate dean or vice president.

19-4 **WORK WEEK**

19-4.1 During the fall and spring semesters, academic department chairpersons, exclusive of Library and SPS chairpersons shall:

(a) Be on campus and available for the performance of College duties and teaching assignments for four (4) days per week; and

(b) Shall be present on the campus for 6 3/4 hours on average, on each of such days; and

(c) Perform their College duties no less than 4 3/4 hours on each such day; and

(d) Post office hours to cover departmental duties, based on the following.

	Number of Full time Equivalent Faculty	Released Time	Office Hrs. Per Week
a.	1 - 5	6 hours per year	4 hours
b.	6 - 15	12 hours per year	6 hours
c.	16 - 30	18 hours per year	8 hours
d.	31 - 45	21 hours per year	10 hours
e.	46 plus	24 hours per year exc English Dept.	12 hours

19-5 **RELEASED TIME**

Released time to department chairpersons shall be granted as above except when a national accrediting agency requires some modifications: The chairperson of the Library shall be relieved of all departmental duties in order to carry out his/her duties as a chairperson.

19-6 **STIPEND**

Chairpersons shall be compensated with a stipend as follows:

	FTE	85-86	86-87	87-88
a.	1 - 5	$1200	$1300	$1300
b.	6 - 15	1400	1500	1500
c.	16 - 30	1550	1650	1650
d.	31 - 45	1900	2050	2050
e.	46 plus	2000	2150	2150

In the event that a chairperson is assigned to evaluate evening division faculty members, said chairperson shall be compensated at the rate of $23 per evaluation.

SECTION 20
CHAIRPERSONS EVENING AND SUMMER SESSION

20-1 Department Chairpersons will be responsible for the conduct of instruction at Nassau Community College during the day, evening and summer sessions.

20-2 In order to insure the maintenance of quality in the educational programs, the Department Chairpersons, who report to the Dean of Instruction, will be involved in the assignment and evaluation of faculty in their respective departments, in accordance with existing contractual provisions.

20-3 Department Chairpersons will be responsible to insure that individual courses are taught according to the approved outline, so that students have the opportunity to achieve the objectives set forth in said outlines.

20-4 Department Chairpersons shall have the following specific duties:

20-4.1 Recommend course offerings and course schedules within allocated time blocks with the approval of the Dean of Instruction.

20-4.2 Review and evaluate the credentials of all faculty.

20-4.3 Maintain a list of courses for which each adjunct faculty member is academically qualified, which list will be updated annually.

20-4.4 Coordinate the evaluation of adjunct faculty as requested by the College Administration and provided by contract.

20-4.5 Schedule at least two informational faculty meetings during the academic year at a time when adjunct faculty can attend.

20-4.6 Recommend the assignment of faculty in the evening and summer sessions in accordance with appropriate contract provisions.

20-4.7 Level classes per Academic Senate guidelines.

20-5 Based on the annual FTE (Evening/Summer from prior year) in the departments, the following will be the compensation for the department chairpersons' duties in the evening and summer sessions:

FTE*	CHAIRPERSON ANNUAL	FTE	Faculty Designated for Office Hours** ANNUAL
30-39	18 Contact Hours	40-59	3 Contact Hours
20-29	12 Contact Hours	60-79	6 Contact Hours
10-19	6 Contact Hours	80-99	12 Contact Hours
1-9	3 Contact Hours	100 Plus	18 Contact Hours

* Rounded to the nearest integer.

** Faculty designated must be tenured.

20-6 This compensation shall be included in the annual maximum total of 18 contact hours. Thus, a department chair who receives 18 contact hours for the additional duties provided herein, would not be permitted to teach adjunct, and one who receives 12 contact hours would be permitted to teach a maximum of six hours, etc. ...

20-7 Seniority credit will accrue on a semester basis.

20-8 Compensation for coordination and office hours shall be at the rate of 1.67 percent (1.67%) per contact hour of the individual's full-time academic rank at Step 1.

20-9 Courses taught during the evening and summer sessions will be paid at the prevailing rate.

20-10 Department Chairpersons will schedule evening office hours for the Fall/Spring based on 14-week semesters.

Additional Faculty Designee

FTE	OFFICE HOURS/SEM.	FTE	OFFICE HOURS/SEM.
30-39	76 Hours	40-59	12 Hours
20-29	48 Hours	60-79	24 Hours
10-19	24 Hours	80-99	48 Hours
1-9	12 Hours	100 Plus	76 Hours

20-11 Summer office hours shall follow the same schedule.

20-12 Office hours will be on a flexible schedule.

20-13 No one shall be required to schedule office hours more than two nights per week.

20-14 The schedule of specific hours will be approved by the Dean of Instruction.

20-15 Department Chairpersons will normally not be required to be on campus after June 15. However, Department Chairpersons or their designees shall be available for emergency purposes to deal with specific problems.

20-16 The schedule of office hours is independent of the time spent for contract sign-up and grade collection.

20-17 The above office hours are to be scheduled independent of the contract signing process supervised by the department chairperson.

SECTION 21
ASSISTANT TO CHAIR

21-1 In certain academic departments a member of the teaching faculty will be granted released time to

assist the chair in the administration of departmental activities. This individual will be considered an, "Assistant to the Chair," and will in no way alter the role of the secretary of the Personnel and Budget Committee.

21-2 A tenured faculty member with academic rank will be selected by the department chair with the approval of the P & B Committee and will serve a term of one year.

21-3 The individual may be reappointed to said position after a review by the Chairperson and the P & B Committee.

21-4 The duties of the Assistant to the Chair will be to assist the chair in those areas of departmental administration which do not require direct P & B approval, such as: responses to surveys, faculty workload, departmental offerings and procedures, inquiries on curriculum, advisement, and placement, problems of non-grievable nature.

21-5 There will be an Assistant to the Chair in those departments in which there are thirty-five (35) full-time faculty. The Assistant will receive three (3) hours of released time per semester.

SECTION 22
SALARY

22-1 Effective September 1, 1985 the salary schedules for all faculty shall be increased by 5.5 percent (5.5%) across the board. Effective September 1, 1985 all eligible members of the bargaining unit shall advance one step on the salary scale.

22-2 Effective September 1, 1986 the salary schedules for all faculty shall be increased by 5.5 percent (5.5%) across the board. Effective September 1, 1986 all eligible members of the bargaining unit shall advance one step on the salary scale.

22-3 Effective September 1, 1987 the salary schedules shall be increased by 5 percent (5%) across the board. Effective September 1, 1987 all eligible members of the bargaining unit shall advance one

step on the salary scale.

22-4 Steps shall not be automatic after contract expiration.

22-5 Effective September 1, 1985 any faculty member who has been employed at the top step of their scale for four (4) years or longer shall receive a longevity increment equal to the average increment in his/her respective scale.

22-6 Faculty members paid on the basis of their academic rank shall have their salaries adjusted in recognition of advanced study as follows:

22-6.1 Faculty members, except full professors, holding a Masters Degree plus 30 credits shall be entitled to $400.00.

22-6.2 Faculty members, except full professors, holding an earned Doctorate shall be entitled to $650.00.

22-6.3 In no event shall the total annual advance study differential exceed $650.00.

22-7 A minimum yearly salary increase as the result of a promotion shall be $150.00 on the base salary excluding any advanced study differential (except on promotion to full professor) beyond what said faculty member would have received had he/she not been promoted. When being promoted to full professor, the advanced study differential will be added to the base salary before calculating the minimum salary increase.

SECTION 23
SICK LEAVE

23-1 Sick leave with pay will accumulate at the rate of one-half (1/2) day for each bi-weekly period up to a maximum accumulation of 160 days for classroom faculty and 190 days for non-classroom and professional faculty.

23-2 The accumulation begins with the first day of employment at the College.

23-3 In the case of absence of classroom faculty due to illness or pregnancy, classes will be covered by a non-paid substitute or by a paid substitute. The cancellation of classes due to classroom faculty absence should only occur if a substitute cannot be obtained. If class is cancelled or covered by a paid substitute, sick leave will be charged. (See Appendix 3) If class is covered by a non-paid substitute, sick leave will not be charged. The paid substitute rate shall be $20.05 effective September 1, 1985, $21.15 effective September 1, 1986, and $22.20 effective September 1, 1987.

23-4 Classes covered by a full-time teaching faculty member for an absent member shall be wholly voluntary and only during periods outside the teaching schedule and posted office hours of said individual. No one shall be penalized for refusing to cover another faculty member's class.

23-5 If College decides to utilize a substitute for non-classroom or professional faculty, payment shall be at the current agreed overtime rate.

SECTION 24
SUPPLEMENTAL SICK LEAVE

Supplemental sick leave may be granted, at the request of the faculty member at the discretion of the President, to a faculty member who has used up all of his/her sick leave, vacation time, personal leave and compensatory time, and is still too ill to work as evidenced by a certificate of a doctor. A faculty member granted supplemental sick leave shall receive one-half (1/2) the compensation that he/she would have been paid had he/she continued to serve in the position he/she had at the time such leave was authorized. The amount of supplemental sick leave shall not exceed a period equal to two (2) bi-weekly pay periods for each year of actual completed service.

SECTION 25
CATASTROPHIC LEAVE

In cases of catastrophic illness, the President may elect to extend the benefit (Supplemental Leave) to all faculty for up to an additional consecutive six (6) calendar month intervals. His decision shall not be grievable.

SECTION 26
SABBATICAL LEAVE

26-1 Sabbatical leaves are awards made by the Board of Trustees to those eligible members of the faculty who propose projects to be carried out on released time, i.e., activities relevant to their discipline, which will enhance their professional competence and will enrich their teaching and/or service to the institution upon their return to the College. Sabbatical leave may be granted for one or more of the following: graduate study, study for professional enrichment, research and/or travel in relevant fields, writing or other experience of professional merit. A faculty member who does not have the highest relevant degree in his/her field may only apply for a sabbatical to pursue graduate study. This provision may be waived by the College President upon recommendation of the Sabbatical Committee.

26-2 The number of sabbaticals to be granted shall be:

1985-86 - 10 full year at half (1/2) pay
10 half (1/2) year at full pay

1986-87 - 10 full year at half (1/2) pay
10 half (1/2) year at full pay

1987-88 - 10 full year at half (1/2) pay
10 half (1/2) year at full pay

26-3 Sabbaticals approved in the 1987-88 academic year shall take effect during 1988-89 and shall be covered by the provision of this contract.

26-4 Eligibility shall be limited to those faculty members who have tenure and who have completed at least six (6) consecutive years of service within the College from the date of their full-time professional appointment or the expiration of the academic year of their previous sabbatical leave. Periods of leave of absence other than sick leave with salary and periods of part-time service are not included but are not deemed interruptions of otherwise consecutive service.

26-5 Individuals approved for sabbatical leave will

receive half (1/2) salary for the full contract year or full salary for half a contract year. A sabbatical leave is not deemed an interruption of otherwise consecutive service. Faculty members on sabbatical leave cannot accept assignments at other institutions. Exceptions may be made with the approval of the Sabbatical Leave Committee and the President in the case of assignments at foreign universities or other institutions offering unusual experiences or on an exchange basis. There shall be no fixed quotas by department.

26-6 Applications for sabbatical leave shall be submitted to the department Personnel & Budget Committee through its chairperson or appropriate Dean or Director for review and recommendation and then forwarded to the Sabbatical Leave Committee before November 15th of the year preceding the academic year in which the sabbatical leave is desired. Each application shall include a prospectus of the intended activity and should state the applicant's intention to continue as a member of the faculty for a minimum period of one (1) year after the expiration of the leave, and his/her agreement to submit a written report of his/her activity to his/her department upon return.

26-7 The applicant shall normally be notified by February 1st of the academic year preceding his/her sabbatical leave of the Committee's action.

26-8 If the Board of Trustees shall fail to grant a sabbatical leave to a faculty member recommended for such leave by the Sabbatical Committee, they should do so only for compelling reasons which shall be communicated to the applicant in writing. Such refusal shall constitute grounds for appropriate grievance.

26-9 In no case shall a sabbatical leave be granted to a faculty member who has not been recommended by the Sabbatical Committee even though the quota may not be filled. If the denial of leave is

sustained, the sabbatical leave shall go to the highest ranked alternate.

SECTION 27
PERSONAL LEAVE

27-1 Each member of the classroom faculty will be granted a maximum of four (4) days annually for personal and/or professional reasons. These will be subtracted from sick leave only when utilized. In the case of classroom faculty, class coverage will be in accordance with the stipulations under sick leave.

27-2 Each work year, non-classroom and professional faculty will be entitled to no more than five (5) days for personal and/or professional reasons which may not be accumulated.

27-3 In those cases where faculty attend professional meetings at the request of the College Administration or as a result of a subpeona issued in a court proceeding or by an agency created by the government or the courts in a suit against the College by a third party, no leave time will be charged.

SECTION 28
LEAVE OF ABSENCE - PROFESSIONAL AND MILITARY

28-1 Professional leave is a leave of absence without pay to study, conduct research and travel where travel is necessary to effectuate said research and study in furtherance of their professional competence or to hold a temporary appointment.

28-2 The appropriate Dean or Vice President, with the approval of the President, may grant such a leave. No benefits of any nature including but not limited to tenure, promotion, health insurance, sabbaticals and salary increments will be paid or accrued during said leave. Faculty members may maintain health insurance at their own cost; classroom faculty shall pay one-half (1/2) the annual cost per semester. However, such leave

will not be considered an interruption of otherwise consecutive service.

28-3 In the event a professional leave is granted to accept an educational grant funded by a non-profit organization and/or a government agency, then the above mentioned benefits, except time for tenure, shall continue to accrue to the faculty member. Military service leaves shall be granted as provided by law.

SECTION 29
PARENTAL LEAVE

29-1 Specific leaves for the purpose of child care shall be granted to a member of the faculty upon notification to the President and application for such leave, provided the applicant has legal responsibility for the care and/or support of said child.

29-2 The duration of such leave shall ordinarily be for no more than one (1) year. An extension of such leave shall be permitted on request for a period not in excess of one year from the end of the original leave upon the recommendation of the President and the approval of the Board of Trustees. Leaves for the purpose of caring for a child shall be granted without pay.

29-3 Where the service of a member of the faculty is interrupted by reason of absence on a leave for the purpose of caring for a child, the period of creditable service preceding such absence shall be counted in computing the years of service required for tenure, promotion, sabbatical and seniority.

29-4 For the purpose of child care, a non-classroom and professional faculty member may choose and be granted by the Supervising Administrator a reduced work load, not to exceed fifty per cent (50%), with a pro-rated reduction in pay for one semester. This reduction in work load will not affect any benefits the faculty member is entitled to as a full-time employee.

SECTION 30
COLLEGE BUSINESS

30-1 In those cases where faculty members are formally requested in writing by the appropriate dean or supervising administrator to:

30-1.1 Attend professional meetings; or

30-1.2 Participate in a court proceeding as a result of a subpeona issued by a court, or by any agency created by the government of the County, in a suit against the College by a third party; or

30-1.3 Participate in out-of-classroom activities which are directly related to classroom instruction, and which are funded by the College's operating budget, the faculty member will be deemed to be on College business, and no leave time will be charged for such attendance or participation.

30-1.4 With the approval of the Administration, coaches may convert more than four (4) sick days into personal days for the purpose of coaching teams at away games.

30-2 This benefit will also apply in cases where the request is initiated by a faculty member via the applicable departmental procedures, and is formally approved in writing by the appropriate Dean or Supervising Administrator.

SECTION 31
HOLIDAYS

31-1 The number and names of the holidays for members of the faculty will vary from year to year, depending on the Administrative and Academic Calendars.

31-2 The Academic Calendar shall be published and shall indicate College holidays as well as the winter and spring recesses for the teaching members of the faculty.

31-3 Non-classroom and professional faculty will have the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Flag Day, Labor Day, Thanksgiving Day and Christmas Day.

31-3 There will be five (5) additional paid holidays to be announced by the President at the start of each "work year." These holidays will provide the necessary flexibility to relate the Administrative Calendar to the Academic Calendar.

SECTIONS 32
VACATIONS - NON-CLASSROOM AND PROFESSIONAL FACULTY

32-1 All non-classroom and professional faculty members will be entitled to twenty-six (26) working days vacation.

32-2 Vacations are based on the work year. Employees starting after September 1st are entitled to a reduced vacation on a pro-rated basis. Vacation may be accrued up to forty-five (45) days, effective September 1, 1985; fifty (50) days, effective September 1, 1986 and fifty-five (55) days, effective September 1, 1987.

32-3 Vacations must be scheduled to minimize departmental interruptions. Non-classroom and professional faculty holding student-related positions should schedule vacations and personal leaves to coincide with academic holidays or during periods of reduced student activity. All vacations are subject to approval of the supervising administrators.

SECTION 33
JURY DUTY

Jury Duty and all court time on County business shall be paid on the basis of a normal work week. Faculty member shall remit to the County all sums received for jury duty beyond two weeks of such service. Upon presentation of an official jury notice to the department chairman or supervisor, faculty shall be allowed to serve on a jury with no charge to their accumulated leave time.

SECTION 34
HEALTH INSURANCE

34-1 The County shall fully pay the health insurance premiums of active and retiring employees electing plans under Article XI of the New York State Civil Service Law. Those employees electing to remain with a HMO will be allowed to do so; however, they must bear the cost difference between the HMO premiums and the highest of the premiums paid under Article XI of the New York State Civil Service Law. This difference will be taken as a payroll deduction.

34-2 In the event that during the term of this agreement, any other County bargaining unit negotiates any improvement in the current health plan which shall be effective during the term of this contract, then this agreement shall be re-opened to negotiate with respect to such improvement in the health plan.

34-3 If a National Health Insurance Plan is enacted and mandated by the Federal Government to cover members of the negotiating unit or if said plan is optional and adopted by the Nassau County Board of Supervisors, then members of the negotiating unit shall receive said benefits; however, if said benefits are less than benefits previously received under this contract by members of the negotiating unit, the County shall furnish additional benefits comparable to those omitted in the Federal Plan that were previously enjoyed under contract.

34-4 In the event that any health plan offered under the New York State Civil Service Law is terminated, the parties will reopen negotiations with respect to the issue of any increased cost for comparable health insurance benefits.

34-5 If the cost of health insurance premiums increases after the expiration of this contract and prior to the effective date provided for in a successor agreement, employees shall pay for any such increases through payroll deductions during the interim period.

34-6 The county shall have the right to change health insurance providers without further bargaining so long as benefits are not decreased.

SECTION 35
OPTICAL PLAN

35-1 Effective March 1, 1986, the County shall pay up to, but no more than the amount shown below, for the periods indicated, towards a County selected Optical Plan for all full-time faculty:

3/1/86 - 12/31/86	$35.83
1/1/87 - 12/31/87	43.00
1/1/88 - 12/31/88	43.00

35-2 Employees, at their option, may select the Optical Family Plan by assuming the cost of the family plan. A lump sum payment shall be deducted from the employees' paychecks for those employees electing the family plan option.

35-3 All eligible employees hired on or after January 1, 1986, must complete a six (6) month waiting period after commencement of their original employment before receiving the benefits of the aforesaid optical plan.

35-4 Nothing herein shall be construed to confer any obligation by the County to pay premiums for any optical plan for any retired or retiring employees.

35-5 The County reserves the right, at any time, to change optical plan providers so long as there is no decrease in the benefit levels. Before making such change, the County shall notify and accept comments from the Union.

SECTION 36
DENTAL PLAN

36-1 The County will increase its contribution from $204 to $241 annually per employee, pro-rated on a monthly basis, toward the cost of a dental insurance plan actually chosen by the employee group, effective March 1, 1986. Should dividends accrue from the dental plan purchased by the NCCFT, such dividends will be remitted to the

County. The County shall have such auditing rights as are necessary to enforce this clause. The NCCFT shall not decrease its deductible, nor increase any benefit level more than 20 percent (20%) over the life of this agreement.

38-2 In the event that during the term of this agreement any other certified employee group of the County negotiates any increase in dollar contribution of their dental plan which becomes effective during the term of this contract, then this agreement shall be re-opened to negotiate with respect to said dollar increase.

SECTION 37
LIFE AND DISABILITY INSURANCE

The County will provide a check-off for the payment of premiums for group life and disability insurance plans that are to be selected and completely paid for by the employees. If life insurance benefits are granted any other County bargaining unit during the term of this agreement, then and in that event, this agreement shall be re-opened to negotiate with respect to said life insurance benefits for all employees covered under this agreement.

SECTION 38
DEATH BENEFIT

The estate of a deceased employee of the faculty shall be entitled to be paid for all unused accumulated vacation time, sick leave, and compensatory time at his or her pro-rate prevailing rate of pay. However, if the faculty member has filed a "designation of beneficiary with contingent beneficiary" with the retirement system, such sum shall be paid to the beneficiary therein designated.

SECTION 39
ACCIDENTAL INJURY DEATH BENEFIT

For death due to accidental injury on the job, a member of the faculty shall receive the sum of ten

thousand dollars ($10,000) in addition to other due entitlements under this contract. Such sum shall be paid to the estate of the employee; however, if the employee has filed a "designation of beneficiary with contingent beneficiary" with the retirement system, such sum shall be paid to the beneficiary therein designated.

SECTION 40
MILEAGE ALLOWANCE

40-1 Faculty required to use their private automobiles for off-campus College business will be compensated at the rate of twenty and one-half (20 1/2) cents per mile or whatever maximum allowed by IRS not to exceed twenty-two (22) cents in accordance with the mileage distance as determined by the County Comptroller.

40-2 Authorization to use a private vehicle for College business must be obtained in advance from the office of the Vice President - Administration.

40-3 In the event the County increases the mileage allowance for any employee group, then this contract shall be deemed modified to reflect said increase.

SECTION 41
ACADEMIC REGALIA

41-1 As the College requires faculty to wear academic regalia (cap, gown and hood) to certain College functions, the College will assist in the procurement of this regalia as follows:

41-1.1 It will be the individual's responsibility to purchase the required regalia. The College will reimburse the individual for the purchase of this regalia as follows:

(a) Regalia for an Associate, Bachelor or Master Degree, $75.

(b) Regalia for a Doctoral degree, $150.

41-1.2 The College will reimburse the individual once for each degree level acquired.

41-2 In order for the faculty member to be reimbursed,

he/she must present a copy of the paid bill enumerating the purchase of the regalia with a Nassau County claim form to the Accounts Payable section of the College's Procurement Department. The regalia is then the permanent property of the faculty member. Regalia already provided to present faculty members may be retained by them, and no additional reimbursement will be made to them unless they achieve a higher level degree.

SECTION 42
TERMINATION PAY

42-1 A classroom faculty member or his/her legal representative, upon termination of service, shall receive a cash payment for the monetary value of fifty percent (50%) of his/her accumulated but unused sick leave at the time of such termination, up to a maximum of forty-five (45) days pay effective September 1, 1985; fifty (50) days, effective September 1, 1986 and fifty-five (55) days, effective September 1, 1987.

42-2 A non-classroom or professional faculty member or their legal representative, upon termination of service, shall receive a cash payment for the monetary value of their accumulated but unused vacation time, plus fifty percent (50%) of his/her sick time accumulated but unused at the time of such termination, not to exceed a total payment of sick leave, and vacation equal to one hundred (100) days pay, effective September 1, 1985; one hundred and five (105) days pay, effective September 1, 1986 and one hundred and ten (110) days pay, effective September 1, 1987.

SECTION 43
RETIREMENT

43-1 Full-time faculty are required to select one of the three retirement plans: TIAA-CREF, New York State Teachers Retirement Plan, or New York State Employee Plans.

43-2 Mandatory retirement shall be governed by the law and the regulations of the relevant retirement system.

SECTION 44
EARLY RETIREMENT INCENTIVE

44-1 A faculty member with an annual salary of at least $30,000, may elect to retire early under the following options:

44-1.1 At age 55-57, with fifty percent (50%) of the sum of the two final years' salary.

44-1.2 At age 58-60, with fifty percent (50%) of the final year's salary.

44-1.3 At age 61-62, with thirty-three and one-third percent (33 1/3%) of the final year's salary.

44-2 These amounts will be a one-time, lump sum payment along with the employee's termination pay. Final year's salary will be defined as the base annual salary for the instructional and/or professional faculty, excluding advanced study differential, overtime, termination pay, and any other compensation additional to the base annual salary. In order to exercise the early retirement option, a faculty member must have ten (10) years of full-time service as a member of the full-time faculty with Nassau Community College. Upon early retirement, the President of the College shall decide, at the request of the faculty member and based upon the circumstances in each case, whether an employee or his estate shall receive a lump sum cash payment for the cash payments due upon termination or shall receive payment in annual installments not to exceed five (5) years, without interest.

SECTION 45
DISCONTINUANCE OF SERVICE

A faculty member who resigns from the College or who is terminated for other than budgetary reasons and subsequently is reemployed by the College shall not be deemed to have continuous

employment. Such faculty member shall measure his/her seniority from the date of re-employment.

SECTION 46
TERMINATION FOR FINANCIAL REASONS

46-1 If the services of a faculty member shall be terminated for budgetary reasons, notice of termination shall be given to the faculty member as follows:

46-1.1 If the termination is mandated or dictated by State limitation of available funds, notice will be given as soon as that limitation becomes effective and shall take effect at the end of the school year or such later date as may be required.

46-1.2 If the termination results from a limitation of funds dictated by the County, then a least one calendar year's notice will be given before a dismissal.

46-1.3 These rules shall apply to both tenured and non-tenured faculty.

46-1.4 If a faculty member is terminated for the above reasons before the end of the period of appointment because of a financial exigency or because of the discontinuance or reduction of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two (2) years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline. If a faculty member is reappointed under this provision, his/her service shall be deemed continuous.

46-1.5 In the event of the above, the reduction of the faculty shall be on the following basis:

(a) Reduction shall take place first among adjunct faculty members, then non-tenured faculty members, and finally tenured members in the department affected (subject to provisions of Notice of Non-Reappointment). If two or more persons have the same seniority, decision as to who shall be dropped will be based upon "worth" determined

by procedures set forth by the Department P & B Committee within the guidelines developed by the Union and the Administration.

(b) Faculty members who were employed by the College prior to the creation of a department shall have their seniority assured on a college-wide basis. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the college, part-time employment at the College, or date of letter of appointment to the College in that order. Every reasonable effort shall be made to offer the faculty member employment in another program in which the faculty member is presently qualified. Application for sabbatical leave for the purpose of retraining shall be considered by the Sabbatical Leave Committee.

SECTION 47
APPOINTMENT POLICY
FACULTY AND ADMINISTRATION

47-1 When a vacancy for a faculty position occurs in any department, the members of the Personnel and Budget Committee and the Chairperson of that department (in case of non-academic department, the Supervising Administrator or his/her appointed representative) shall constitute the Selection Committee for the purpose of reviewing applications and credentials, interviewing candidates and making recommendations to the appropriate Dean. The P & B Committee shall forward the names of three recommended candidates, in rank order, to the appropriate Dean for review. If a search does not result in three successful candidates, the President may waive the requirement for three candidates. The Dean shall interview and select a candidate from this list. If the Dean does not select the department's first preference, the Dean shall meet with the department to explain his/her reasons.

47-2 If none of these candidates are found acceptable,

compelling reasons for this decision shall be communicated in writing to the P & B Committee. If consultation with the P & B Committee does not resolve the matter, it may be subject to the appropriate grievance procedures. A new search cannot be initiated unless there is agreement with the department or resolution by grievance. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the departmental Selection Committee. Upon positive referral, the successful candidate shall be appointed by the President.

47-3 Current full-time temporaries, who received their appointment as a result of approved search procedures, shall, on the recommendation of the P & B Committee be appointed to the first available vacancy.

47-4 A member of the faculty with a formal academic rank or a member of the professional faculty who leaves the faculty ranks to take a twelve (12) month position within the Administration shall have priority in filling an appropriate vacancy when returning to the department from which he/she came. The department chairperson and/or the Personnel and Budget Committee may reject the appointment only on the grounds of lack of professional qualification. This rejection may be subject to the appropriate grievance procedure. He/she shall be placed in the first available appropriate opening in the department.

47-5 His/her position as to academic rank, professional title, tenure and department seniority will be the same as the day he/she left the academic department or professional unit. Upon returning to the academic department or professional unit, he/she shall assume the step he/she would have had if the faculty member had not left the department or unit. Seniority does not accrue when a faculty member is out of the department.

47-6 A faculty member who has achieved tenure in one department and becomes a member of another

department must apply for tenure when his/her probationary period is completed. If tenure is not granted, that person returns to the department where tenure is held under the terms and conditions stated in the contract. If tenure is granted in a new department, then tenure in the previous department must be forfeited.

47-7 Time in rank of a member of the faculty who has moved from one department to another may be used for purposes of promotion. However, honorary rank achieved does not count for promotion.

SECTION 48
OVERLOAD

It is the intent of the College Administration to endeavor to grant, through the procedures the College deems appropriate, to full-time faculty members, preference in overload for up to eighteen (18) contact hours per fiscal year. Failure of the College to implement this policy shall not be grievable.

SECTION 49
REAPPOINTMENT AND NON-REAPPOINTMENT

49-1 Nassau Community College subscribes to the Standards for Notice of Non-Reappointment adopted by the American Association of University Professors on April 11, 1964, the text of which follows:

"Notice of Non-Reappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards.

Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if one year appointment terminates during an aca-

demic year, at least three months in advance of its termination.

Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination. At least twelve months before the expiration of an appointment after two or more years in the institution."

49-2 The initiative for non-reappointment of all faculty normally resides with the departmental Personnel and Budget Committee. In the event of a decision of non-reappointment by the aforementioned, the Personnel and Budget Committee must normally notify the individual concerned thirty (30) days prior to any recommendation made to the Administration. The individual concerned shall have the right to use the prescribed grievance procedure.

49-3 All non-tenured faculty shall receive one year renewable contracts until the expiration of their probationary period unless they are not reappointed.

49-4 Should the recommendation for non-reappointment originate outside the department, it must be in writing, indicating reasons for the recommendation and submitted to all parties concerned. The Personnel and Budget Committee will then re-evaluate the recommendation and make its position known to the President. The individual concerned shall have the right to use the appropriate grievance procedure.

SECTION 50
DISMISSAL OF TENURED FACULTY

The College agrees to follow the AAUP policy as per current memorandum of agreement.

SECTION 51
TEMPORARY APPOINTMENTS

51-1 Full-time temporary appointments shall follow the same procedure as full-time permanent appointments even if appointment is made during a semester.

51-2 Temporary appointees are not eligible to serve on departmental Personnel and Budget Committees but may serve the College in every other way.

51-3 The time accrued by faculty on a temporary appointment shall count towards promotion and tenure and sabbatical in the event the temporary full-time faculty member is appointed to a full-time permanent position, if the full-time appointment occurs within one year following the conclusion of the temporary appointment.

51-4 When a member of the classroom faculty takes a leave of absence without pay, the department will not be penalized in terms of the number of hours which can be scheduled in the semester of said leave.

51-5 The hiring of a full-time replacement will be dependent on the actual need of the department, based on registration.

SECTION 52
TENURE POLICY

52-1 After the expiration of a probationary period, tenure shall be granted in accordance with the procedures listed below. After receipt of tenure, a faculty member's service shall be terminated only for adequate cause.

52-2 The probationary period at Nassau Community College shall be five (5) years for instructional faculty and three (3) years for professional faculty within a department from the date of the initial professional appointment to that department. [For instructional faculty appointed prior to September 1, 1980 the probationary period is four (4) years.] The definition of semester for the sole purpose of eligibility for tenure for faculty appointed on a

twelve month basis shall be:

Fall Semester 9/1 - 2/28
Spring Semester 3/1 - 8/31

Individuals whose initial appointment was for or during a spring semester will serve an additional semester of probationary service. By February 1st of each year, the Academic Department Chairperson or Supervising Dean or Director in the case of professional faculty not attached to an academic department, and the Personnel & Budget Committee of each department shall consider those departmental members who are eligible and have applied for tenure and shall submit their recommendations to the Promotion and Tenure Committee. No later than March 1st, the Promotion and Tenure Committee will forward to the President its recommendations. These in turn shall be forwarded by the President to the Board of Trustees for their consideration. The Board of Trustees may, upon recommendation of the President, grant tenure. The President's refusal to recommend or Board of Trustees' refusal to grant tenure, following a favorable recommendation by the Promotion and Tenure Committee, shall only occur in rare instances and for compelling reasons which shall be communicated in writing to the candidate.

52-3 If a faculty member eligible for tenure is not recommended for it by the Promotion and Tenure Committee, then by April 1st of the last year of his/her probationary period, he/she shall be informed in writing by the President of the reasons for not recommending tenure. Non-recommendation for tenure shall constitute grounds for appropriate grievance. When tenure is not recommended during the last probationary year, the faculty member shall be so notified under the provisions for non-reappointment. Tenure will not be awarded by default.

52-4 Tenure approved in the 1987-88 academic year shall take effect September 1, 1988 and shall be

covered by the provisions of this contract.

SECTION 53
DEPARTMENTAL MERGER OR SPLITS OR CREATION OF NEW ACADEMIC DEPARTMENTS

53-1 The College Administration shall have the right to split, merge or create departments consistent with general College policy.

53-2 In the event that a department is split into two or more departments or if two or more departments are merged into one department or a new academic department is created, faculty members concerned who hold tenure and rank shall continue to do so in the one new department. All the time accumulated in the previous department shall accrue for the purpose of tenure, promotion, sabbatical and seniority.

SECTION 54
PROMOTION POLICY - ACADEMIC FACULTY

54-1 The Administration shall publish the current policy on promotional standards developed by the P & T Committee in conjunction with the P & B Committees and Department Chairpersons. Changes or amendments shall require the approval of the Administration. Only those faculty who meet the developed standards shall be considered for promotion. There shall be no waiver of these standards.

54-2 Eligibility to apply for promotion from instructor to assistant professor shall include a minimum of four (4) years service as an instructor at the College. An earned doctorate degree or two (2) years of full-time experience or relevant professional experience may, at the discretion of the Promotion and Tenure Committee and department chairperson, be substituted for one (1) year of experience at the College. Any instructor who has not attained a promotion before having com-

pleted four (4) years as an instructor and who has received tenure shall be automatically granted a promotion to the rank of an assistant professor in the September of his/her fifth year, unless he/she is on a terminal contract. No one on a terminal contract shall be eligible for promotion.

54-3 Eligibility to apply for promotion from assistant professor to associate professor shall include a minimum of six (6) years as an assistant professor at the College and the status of tenure.

54-4 Eligibility to apply for promotion from associate professor to full professor shall include a minimum of six (6) years as an associate professor at the College and the status of tenure.

54-5 All recommendations for promotion in academic rank shall be forwarded to the Promotion and Tenure Committee by March 1st. The Promotion and Tenure Committee will then forward to the Administration its recommendations for promotion no later than April 15th. Candidates shall receive official notification of the Board of Trustees' actions on said promotions within ten (10) days of such Trustees' actions.

54-6 All faculty who have received their present rank (either through appointment or promotion) in a month other than September shall have the time-in-rank requirements reduced by one (1) semester. All promotions shall take effect on September 1st of the year in which the promotion is granted.

54-7 In evaluating eligible non-teaching faculty in the Library and Department of Student Personnel Services for promotion in academic rank, the criteria of "Effectiveness in the Classroom" will be interpreted as "Effectiveness in _____ ".
(substitute the appropriate area of responsibility).

54-8 Should a faculty member who has received a recommendation for promotion leave the College before the effective date of his/her promotion, the next eligible candidate in the ranked order shall be

considered for recommendation for promotion, if the Promotion and Tenure Committee believes that such person is qualified.

SECTION 55
PROMOTION QUOTAS

55-1 During the academic year 1985/86 the College shall make available twenty-four (24) lines for promotion to professor and twenty-four (24) lines for promotion to associate professor which promotions are to become effective September 1, 1986.

55-2 During the academic year 1986/87 the College shall make available twenty-four (24) lines for promotion to professor and twenty-four (24) lines for promotion to associate professor which promotions are to become effective September 1, 1987.

55-3 During the academic year 1987/88 the College shall make available twenty-four (24) lines for promotion to professor and twenty-four (24) lines for promotion to associate professor which promotions are to become effective September 1, 1988.

55-4 Promotions approved in the 1987/88 academic year shall take effect September 1, 1988 and shall be covered by the provisions of this contract.

SECTION 56
PROMOTION POLICY - PROFESSIONAL FACULTY

56-1 Upward mobility will be provided between P-1, P-2 and P-3 in the following manner. There shall be no requirements as to change in job description for promotion between P-1, P-2 and P-3.

56-1.1 Hiring for technical assistants and administrative assistants shall normally be at the P-1 level.

56-1.2 The time-in-rank required to be eligible for promotion between P-1 and P-2 shall be four (4) years. Any P-1 who has not attained a promotion after five (5) years as a P-1 shall be automatically

granted a promotion to the level of P-2 in the September of his/her sixth year. The time-in-rank required to be eligible for promotion between P-2 and P-3 shall be five (5) years.

56-1.3 The faculty member must meet the qualifications of the higher level at the time of promotion, except as noted.

56-1.4 During the academic years 1985/86 and 1986/87 and 1987/88, all faculty eligible for promotion from P-2 to P-3 shall be promoted upon recommendation of their Personnel and Budget Committee. Promotion shall take effect on September 1st of the year in which approved.

56-2.1 Professional faculty members holding positions in administrative departments at the P-1, P-2, or P-3 level will be titled Administrative Assistant I, II or III respectively.

56-2.2 Professional faculty members holding positions in academic departments at the P-1, P-2, or P-3 level will be titled Technical Assistant I, II, or III.

56-3 Positions at the P-4, P-5 level will continue with specific titles and no automatic upgrading will be provided at these levels.

56-4.1 The Union and the College Administration agree to establish a joint committee to review all job classifications on the P level. Reclassification of jobs may be implemented only upon the specific approval of the College President after prior consultation with the Union and the departmental P & B Committee.

56-4.2 At the time of creating a position or the filling of a vacancy at P-1 or P-4 and above, the President or his designated representative, in conjunction with the Union and the department P & B Committee, will review the position to determine the proper classification (professional, faculty, or civil service) and P-grade assignment.

56-5 Recruiting for all P positions will be in accordance with normal College policy covering that P-grade.

56-6 Procedures for implementing P-grade promotions will be in accordance with contractual provisions.

SECTION 57
QUALIFICATIONS
PROFESSIONAL FACULTY
APPOINTMENT AND PROMOTION

57-1 Minimum qualifications for professional positions are as follows:

P-1	Associate Degree
P-2	4 Years as P-1
P-3	Bachelor's Degree plus 5 years as P-2
P-4-5	Master's Degree plus appropriate experience

57-2 No professional faculty member employed prior to September 1, 1975, shall be required to possess an Associate or Bachelor's degree for promotion to P-2 or P-3, nor shall the lack of such degree adversely affect his/her chance for promotion.

SECTION 58
PROMOTION AND TENURE COMMITTEE

58-1 The Committee on Promotion and Tenure shall be responsible for:

58-1.1 Developing and reviewing criteria for promotion and tenure.

58-1.2 Receiving and evaluating applications for promotion and tenure.

58-1.3 Forwarding a report of their recommendations to the President who shall so inform the Board of Trustees at the next regularly scheduled meeting.

58-1.4 Serve as a hearing committee in all tenure dismissal proceedings.

58-2 The Promotion and Tenure Committee shall consist of the Dean of Instruction and nine (9) faculty members and two (2) alternates each of whom must be from different departments and hold the rank of Associate Professor or above, all of whom must be tenured.

58-3 All members will serve staggered two-year terms and may be re-elected only once. The Committee shall convene and elect its chairperson before the end of the spring semester.

58-4 In the event that a member of the Promotion and Tenure Committee resigns or otherwise leaves vacant an unexpired term of office, he/she shall be replaced by the first alternate who then becomes a permanent member of the Committee. In the event of a second vacancy, it shall be filled by the second alternate. No member of the faculty shall sit on the Promotion and Tenure Committee during the time he/she is applying for promotion.

58-5 The Committee shall receive and consider for action the recommendations from the departmental Personnel and Budget Committee and the department chairperson which may contain a minority report originating with the departmental Personnel and Budget Committee.

58-6 The Committee shall determine that each department's recommendations are accurate and meet the criteria set forth herein.

58-7 In the event there is a disagreement between the Personnel and Budget Committee and the departmental chairperson or a minprity report, the Promotion and Tenure Committee shall do whatever it deems necessary to determine whether the applicant is deserving of a promotion and/or tenure. If there is not unanimous agreement on the application, the applicant and representatives of the Personnel and Budget Committee and the departmental chairperson, shall be interviewed before any decision is made regarding the application for promotion and/or tenure.

58-8 A grievance against the Promotion and Tenure Committee on matters of promotion can only be on alleged improper procedure and/or violations of contractual obligations. If the complainant alleges that one of these has occurred, he/she may appeal to the neutral third party on the Grievance Committee who will review the case in executive session and render a final and binding decision as to the appropriateness of a full grievance hearing. The decision of the Grievance Board to accept or reject a formal hearing shall be made within twenty-four (24) hours of its initial inquiry. Insofar as is possible no other promotion candidate shall have his privacy compromised as a result of grievance.

SECTION 59
DEPARTMENTAL PERSONNEL AND BUDGET COMMITTEE

59-1 Each academic department shall have a Personnel and Budget Committee whose size and composition, including the chair, shall be based on the table below. The members of the Personnel and Budget Committee must be full-time faculty, a majority of whom must hold tenure whenever possible. The committee shall not include non-unit members. This Committee shall be elected by the unit members of the department during April for a two (2) year term beginning the following September 1st. All members will serve staggered two (2) year terms.

Full time Faculty	P & B Members	Alternates
1 - 10*	3	1
11 - 24	5	2
25 +	7	2

* Except Afro-American Studies Department

59-2 All Departments must be in conformity with this above table effective September 1, 1986.

59-3 The functions of the P & B Committee shall include departmental matters and decisions regarding personnel, budget and other matters including, but not limited to the following:

59-4 **Internal Departmental Affairs:** The written documented advice of the departmental P & B Committee on matters such as the following shall be considered and implemented by the departmental chairperson except as provided in item #d under Academic Department Chairpersons Duties:

59-4.1 The use of allocated office space and allocated departmental equipment.

59-4.2 The assignment of allocated clerical staff.

59-4.3 The expenditure of the allocated department budget.

59-4.4 The assignment of personnel to teaching schedules and the assignment of working hours for the other instructional and professional personnel. This function may be delegated to another elected departmental committee.

59-4.5 The development of criteria and procedures for the evaluation of the departmental faculty and academic programs.

59-4.6 The evaluation of departmental faculty.

59-4.7 Changes in individual job responsibilities within job categories.

59-4.8 The annual evaluation of chairpersons.

59-4.9 Conducting the election of the chairperson.

59-4.10 May participate in the evaluation of adjunct faculty if so designated by the department chairperson.

59-5 **Matters Which Require Approval - External to the Department:**

59-5.1 Appointments, promotion, tenure, vacancies and/or job transfer between job areas, reappointment.

59-5.2 Departmental reorganization which affects the objectives of the department.

59-5.3 All matters regarding minimal standards for professional grades and qualifications for each grade.

59-5.4 The preparation of the budget.

59-5.5 Recommendation of course offerings and course schedules within the allocated time blocks.

59-6 On matters such as above, the advice and/or recommendation of the departmental P & B Committee shall be directed by the department chairperson to the offices of the Dean of Instruction, Dean of Student Personnel Services or the appropriate college-wide committee. The advice and/or recommendation submitted to the Dean of Instruction or Dean of Student Personnel Services' office will be implemented unless that

office states in writing its objection to the P&B Committee's recommendations. Unresolved disputes except for (b) and (d) shall be subject to the appropriate grievance procedure. Where objection exists concerning (b) and (d), the appropriate administrator shall meet with the P&B Committee to discuss the matter.

SECTION 60
PROFESSIONAL FACULTY UNIT

60-1 The faculty not attached to academic departments shall constitute a unit for the purpose of electing an Academic Senator and advising the Administration and P&T Committee on promotion and tenure and the Administration on other administrative matters which they deem appropriate.

60-2 They will elect a committee of no less than three (3) and no more than seven (7) members. This committee shall report to the professional faculty unit at least four (4) times a year. The Academic Senator elected by this unit shall function as chairperson of the committee.

SECTION 61
SABBATICAL LEAVE COMMITTEE

61-1 The Sabbatical Leave Committee shall be responsible for:
Reviewing criteria for sabbatical leave.
Receiving and evaluating applications for sabbatical leave.
Forwarding a report of their recommendations to the President, who shall inform the Board of Trustees at its next regularly scheduled meeting of the leaves approved and recommended by the Sabbatical Leave Committee.

61-2 The Sabbatical Leave Committee shall consist of a dean appointed by the President and five (5) additional members of the faculty who shall be tenured and hold the rank of Associate Professor or above. There shall be a first and a second alternate according to the number of votes each

has received. Any dean may meet with the Committee. All members will serve staggered two-year terms and may be reelected only once. The Committee shall convene and elect the chairperson before the end of the spring semester. In the event a Committee member resigns, applies for a sabbatical or otherwise leaves an unexpired term of office, he/she shall be replaced by the first alternate who then becomes a permanent member of the Committee. In the event of a second vacancy it shall be filled by the second alternate in the same manner. No two members of the Committee may be from the same academic department. Faculty members are not eligible to serve on the Committee during the academic year in which they will be applying for sabbatical leave.

SECTION 62
BUDGET COMMITTEE

A committee designated by the Union may make budget recommendations to the V.P.-Administration prior to the submission of the budget.

SECTION 63
ELECTION OF COMMITTEES

Committees provided herein, when appropriate, shall be elected by the faculty in April of the academic year prior to their taking office. Nominating petitions containing twenty-five (25) signatures of faculty shall be submitted fifteen (15) days prior to the election. The election shall be supervised by the Dean of Instruction and the President of the Union or their designees.

SECTION 64
MANAGEMENT RIGHTS

Except as expressly limited by the terms and provisions of this agreement, the Board of Supervisors, the Board of Trustees and the College Administration retain all of the authority, rights and responsibilities given them by law to manage and operate the College.

Page 67 was missing from the original document and is therefore not included in this reproduction.

cluding rank and step offered. The Union shall have the right to confer and question. The Union shall be supplied with a list of the names, addresses, rank and salary of all new employees whose classifications are included in the certification of the County PERB dates 11/26/68 and as amended to date.

SECTION 69
LEGALITY CLAUSE

All the terms and provisions of this agreement shall be subject to governing laws, rules and regulations of the Civil Service Commission, the Commissioner of Education of the State of New York, and any other rules and regulations having jurisdiction thereof. If any provision of this agreement shall be found to be illegal or not approved by any of the necessary commissions or agencies having jurisdiction therein, such provision shall not be applicable, except to the extent permitted by law and it shall not affect the remainder of the contract which shall remain in full force and effect. Substitute provisions shall be negotiated by the parties in a manner to retain the equities of the original provision.

SECTION 70
CIVIL SERVICE LAW 204a

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body had given approval.

SECTION 71
DURATION OF CONTRACT

The duration of this contract shall be for three (3) years, commencing September 1, 1985 and terminating August 31, 1988.

IN WITNESS WHEREOF, THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS has executed this agreement the day and year first above written and the COUNTY OF NASSAU has executed this agreement the 16 day of December 1985.

County of Nassau

By Francis T. Purcell
County Executive

Nassau Community College
Federation of Teachers

By Doris Shaffer
President

Nassau Community College

BY Sean A. Fanelli
President

Vito A. Competiello

Approved by Office of
Employee Relations

Peter T. King

Approved by County Comptroller

Owen B. Walsh

Form Approved by County Attorney

APPENDIX #1
WORK DAY
CLASSROOM FACULTY

In the event of short term shifts in student needs, the following are two procedures which may be utilized to enable faculty to fulfill their required teaching load.

1. A faculty member who wishes to teach in another academic department due to insufficient contact hours in his/her own department, must formally apply and be interviewed by the department. The decision of the P&B Committee is to be in writing and should indicate the duration of the appointment. Rejection by the P&B Committee should only be for reasons of professional qualifications. The appointment may be renewable. The maximum amount of shared time shall be 9 hours (which may be waived in unusual circumstances with the approval of the department involved, the Administration, and the Union).

2. During the period of time a faculty member is teaching in more than one department and/or teaching outside his/her normal department, he/she is considered to be a member of the department in which he/she holds rank. Thus, the faculty member has no voting rights in the new department. The faculty member will also be observed during each semester that he/she is teaching outside the department in which he/she holds rank. Evaluation shall be only for the purpose of consideration of shared time in the future and shall not be considered for any other purpose.

3. In the case of a faculty member sharing a teaching load with the Department of English, the normal 15 contact hour load will be maintained with normal office hours. If, on the other hand, the faculty member teaches a complete program in the Department of English, the 15 contact hours will be as per contract for English faculty.

4. In the event a faculty member wishes to transfer on a permanent basis to a new department, the procedure and stipulations of the contract will be followed.

5. A faculty member may be assigned to evening and/or summer classes within his/her department in order to fulfill his/her full-time teaching load.

APPENDIX #2
SALARIES FOR INSTRUCTIONAL FACULTY

Instructor		Assistant Professor	
Step	1985-86	Step	1985-86
1	26,077	1	29,235
2	26,810	2	30,222
3	27,543	3	31,207
4	28,274	4	32,194
5	29,007	5	33,183
6	29,738	6	34,168
7	30,469	7	35,156
8	31,203	8	36,143
9	31,934	9	37,130
10	32,667	10	38,126

Associate Professor		Professor	
Step	1985-86	Step	1985-86
1	33,681	1	40,601
2	34,943	2	42,046
3	36,204	3	43,491
4	37,467	4	44,937
5	38,731	5	46,380
6	39,993	6	47,825
7	41,257	7	49,269
8	42,519	8	50,715
9	43,780	9	52,159
10	45,046	10	53,605

APPENDIX #2

SALARIES FOR PROFESSIONAL FACULTY

STEP	1985-86 P-1	1985-86 P-2	1985-86 P-3
1	22,261	24,830	27,618
2	22,810	25,475	28,365
3	23,923	26,589	29,679
4	25,036	27,703	30,997
5	26,147	28,816	32,311
6	27,263	29,929	33,627
7	28,376	31,044	34,945
8	29,488	32,159	36,261
9	30,604	33,272	37,576
10	31,713	34,386	38,893
11	32,829	35,497	40,209
12	33,945	36,612	41,526

STEP	1985-86 P-4	1985-86 P-5
1	30,190	32,687
2	31,030	33,695
3	32,447	35,214
4	33,864	36,732
5	35,281	38,251
6	36,701	39,770
7	38,116	41,291
8	39,536	42,809
9	40,955	44,328
10	42,372	45,847
11	43,788	47,365
12	45,206	48,883

APPENDIX 3

COMPUTATION OF SICK LEAVE

If a classroom faculty member is stricken with an extended illness during a regular teaching semester and reports absent as a result, then and in that situation for the balance of said semester said classroom faculty member will be charged one day sick leave for each day or part thereof that said faculty member is scheduled to teach and is absent.

In the event that a classroom teaching faculty member reports absent because of illness, commencing on or before the beginning of the normally scheduled semester that said faculty member is scheduled to teach and it is determined that said faculty member will be absent for the entire semester, then and in that event said faculty member will be charged for four days sick leave for each and every week of said semester that he or she reports absent because of illness.

For purposes of computing the length of a semester, in paragraph two herein above, it shall be presumed that classroom teaching faculty members work a sixteen week semester.

APPENDIX 4

N.C.C. FEDERATION OF TEACHERS #3150
Dues Deduction—Dental Enrollment Card

SS# _____
Employment Date _____

Employee's Name (Print) (Last) (First Given) (Middle Initial)

SEX ☐ M ☐ F

Date of Birth Mo. ____ Day ____ Yr. ____

Home Address _____

City _____ State _____ Zip _____

INFORMATION REGARDING DEPENDENTS
If you are electing Dependent dental coverage, please list your Dependents.

FOR OFFICE USE ONLY

Dependent's Name	Relationship Sp-Spouse Ch-Child	Date of Birth Mo. | Da. | Yr.	Eff. Date Mo. | Da. | Yr.	Term Date Mo. | Da. | Yr.	Comments

I authorize the County of Nassau to deduct NCC Federation of Teachers dues. I further accept the form(s) of group insurance presently contracted for by the NCCFT in the amount(s) for which I am or may become eligible and authorize deductions from my earnings, if any.

Date Card is Signed _____ Signature of Employee _____

APPENDIX 5
NASSAU COMMUNITY COLLEGE
GRIEVANCE REPORT

(For use only by employees represented by the negotiating unit of the NCCFT)

Employee's Name _____

Date of Grievance _____

Department _____

_____

_____

GRIEVANCE
(Step 1)

1. Date presented to Supervisor or Department Chairman

_____

2. Department Chairman Signature _____

3. Employee Signature _____

_____

(Step 2)

SUPERVISING DEAN OR DIRECTOR (Note: To be answered within ten working days of date presented to Supervising Dean or Director)

_____

Date of Notification to President of Union

_____

Date and Signature of Supervising Dean or Director

_____ Accepted _____ Referred to Grievance Board.

_____

Signature of Employee

(Step 3)

NASSAU COMMUNITY COLLEGE GRIEVANCE BOARD
DISPOSITION

Date _____

Chairman _____

Member _____

Member _____

_____

_____

Copies:
Supervisor and/or Department Chairman
Supervising Dean or Director
Grievant
NCCFT

1985-1990

AGREEMENT

COUNTIES OF ESSEX AND FRANKLIN and the BOARD OF TRUSTEES OF NORTH COUNTRY COMMUNITY COLLEGE,

Co-employers,

and

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS,

Association.

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AGREEMENT

DATED:

EFFECTIVE: 15 August 1985

TERM: 15 August 1985 - 14 August 1990

By and Between

the

COUNTIES of ESSEX and FRANKLIN
(hereinafter referred to collectively
as the "County"),

and the

BOARD OF TRUSTEES of NORTH
COUNTRY COMMUNITY COLLEGE
(hereinafter referred to as the "Board"),

As Co-employers (hereinafter collectively
referred to as "Employer" or "College"),

and the

NORTH COUNTRY COMMUNITY COLLEGE,
ASSOCIATION OF PROFESSIONALS
(hereinafter referred to as the
"Association").

ARTICLE I - REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II - SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III - MANAGEMENT RIGHTS

The County, the Board, and the Administration of the College, hereby retain and reserve all rights, power, authority, duty and responsibility conferred by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies, as are deemed necessary will, as they apply to employees represented by the Association, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.

ARTICLE IV - ASSOCIATION RECOGNITION/STATUS

4.1 The Employer recognizes the Association as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all full-time professional personnel except those represented by CSEA, or Confidential Secretaries and the following titles:

1. President
2. Assistant to the President
3. Dean of Academic & Student Affairs
4. Dean of Administration
5. Director Branch Campus
6. Comptroller
7. Director of Community Relations
8. Director of Buildings Grounds

Either party may, at any time during the term hereof, petition the Public Employment Relations Board relative to the inclusion or exclusion of new titles hereafter created.

4.2 Dues Deductions. The College agrees to deduct from the salaries of employees Association dues, as said employees individually and voluntarily authorize, and to transmit said monies promptly to the Association. Authorizations shall be in writing on the form set forth on Schedule "A" annexed.

4.3 The Association shall certify to the College in writing the current rate of its membership dues. If the Association changes the rate of its membership dues it shall give the College thirty (30) days notice prior to the effective date of such change.

4.4 The total annual membership dues for the Association shall be deducted in eight (8) equal monthly installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled pay check in October, the Association shall (a) provide the College with the original signed dues authorization cards and (b) a list of members and their addresses who have authorized payroll dues deduction.

4.5 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.

4.6 The College shall, following each pay period, transmit the dues deducted to the Association. The first and/or the final transmittal shall be accompanied by a listing of the employees for whom deductions have been made and the amount for each. If deductions have been made for only a portion of the deduction period the listing should show the date of commencement of such deductions.

4.7 An employee may withdraw his/her authorization at any time by written notice to the College with copy to the Association at least two (2) weeks prior to the effective pay period.

4.8 Payroll Deductions. Employees may, in writing, authorize payroll deductions for the purchase of U. S. Savings Bonds, tax

deferred annuities, credit union and IRA's, where applicable. U. S. Savings Bond deduction shall be in exact bond denominations.

4.9 Full-time Professional Responsibility for the President of NCCCAP. The President of the Association shall enjoy a three (3) credit hour load abatement or the equivalent each semester and will not be assigned an overload unless the lack of such assignment would cause a measurable decrease in the quality of education at NCCC. Any overload must be assigned only upon the request of the appropriate area Dean and with the approval of the President of the Association. Any overload assigned upon the request of the Association President will not be reimbursed as an overload but will be considered as part of a normal load.

4.10 Reprisals Prohibited. There will be no reprisal of any kind taken against any employee by reason of his/her membership in the Association or participation in any of its activities.

4.11 At such time as the Association attains membership equal to seventy-five percent (75%) of the bargaining unit employees the Association may, at its option, exercised by notice in writing directed to the President of the College, have the benefit of agency fee, per statute. In the event the Association obtains agency fee, to continue enjoyment thereof during the balance of the term of this agreement the Association must maintain membership equal to sixty-five percent (65%) of the bargaining unit employees as of 15 October 1989.

ARTICLE V - WORK ASSIGNMENT AND OVERLOAD

5.1 A full-time employee's work year shall be 164 days within nine (9) consecutive months, inclusive of registration, orientation, workshops, instruction, examinations, advisement and commencement.

5.2 Employees with administrative responsibilities as outlined in Article VIII, Section 8.1(e) numbered 8 through 11 or employees assigned to administrators positions which may hereafter be created will work a 172-day academic year and be paid an additional one-ninth (1/9) or two-ninths (2/9) when contracted for a ten (10) or twelve (12) month period respectively. All twelve-month positions include one (1) month unpaid vacation. The hours of the administrator's normal work week will be established with the appropriate area dean and reviewed and changed as appropriate. At such time as instructional overloads are implemented, compensation will be based on faculty ranks as determined by the Dean of Academic and Student Affairs consistent with teaching faculty.

5.3 A full-time teaching assignment shall not exceed 30 credit hours per year or its equivalent. The College may assign a maximum of eighteen (18) credit hours per semester, provided the total of the Fall and Spring semesters does not exceed thirty (30) credit hours per year or its equivalent without his/her consent.

5.4 Employees who are or may be assigned more than fifteen (15) credit hours either the Fall or Spring semester shall be notified as soon as possible but not later than seven (7)' calendar days prior to that semester's first day of instruction.

5.5 In the exercise of assignments in excess of fifteen (15) credit hours per semester the College will apply reasonable judgment. Assignments in excess of eighteen (18) credit hours per semester or thirty (30) credit hours per year may be made with the mutual consent of the college and involved faculty member and will constitute an overload with the appropriate compensation during that semester.

5.6 In determining individuals workloads, the following conditions will be adhered to:

a. Hours spent by an Instructor in a science and science-related technology laboratory with students will be credited as equal to lecture time;

b. Communications instructors teach no more than 12-credit hours per week if all these hours are in writing courses or 15-credit hours per week if no more than 9 of these hours are in writing courses;

c. Teaching faculty shall be responsible for no more than seven (7) separate and distinct preparations per year. A faculty member will not be assigned a fourth preparation in a semester when also assigned eighteen (18) credit hours without his/her consent.

5.7 With permission of the Dean of Academic and Student Affairs, an employee may use an alternative student evaluation to the IDEA.

5.8 Assignment to Another Campus.

a. An employee will not be assigned to a campus other than his/her base campus except as may be necessary (1) to constitute a full teaching or administrative load or (2) to fill a vacancy on such other campus. In the making of such assignments seniority, as defined in Article VIII hereof, shall apply. The opportunity to obtain such assignment shall be on the basis of overall seniority within the discipline or administrative function. The obligation to accept such assignment shall be on the basis of inverse seniority within the discipline or administrative function.

b. Travel and time for travel to another campus will be taken into consideration in determining faculty loads.

c. An employee shall not be assigned to more than two campus locations without his/her consent.

ARTICLE VI - SALARY AND FRINGE BENEFITS

6.1 The salaries and related matters of economic consideration of employees covered by this Agreement shall be as set forth in Schedule "B" hereto annexed and incorporated herein by this reference.

6.2 Health Insurance.

a. The College will continue to pay the entire cost of the existing, a comparable or comparable self-funded health insurance plan including Major Medical for all full-time employees. Employees may select either individual or dependent health insurance coverage.

b. Employees employed as of and subsequent to 15 August 1987 shall contribute twenty-five percent (25%) of the premium cost of the health insurance plan for the first three (3) years of their employment, whereupon the College will pay the entire premium cost thereof.

c. Employees who retire during the term of this Agreement, following retirement, shall have provided the then existing health insurance coverage of active employee's coordinated, however, with Medicare, toward the premium cost of which the College shall contribute as follows:

Employee Service	College Contribution
10 years	25%
15 years	50%
20 years	75%

d. There shall be provided a dental insurance program for which the employer shall contribute the sum of $125. per participating employee per annum beginning with the effective date of the insurance contract.

e. Each employee (except employees whose spouses are also eligible to participate hereunder) eligible to participate in the Health Insurance Plan may elect to refuse participation in the Plan and provide for their own health insurance. The Employer will place $20. ($25. effective 15 August 1986; $30. effective 15 August 1987) in a trust account for each month that the employee is eligible but does not elect coverage under the Health Insurance Plan. The employee will receive the funds so accumulated by December 15th of each year or upon termination. In the event that employees opt to return to the Health Insurance Plan, they may do so in accordance with the rules set forth by the Carrier or administrator.

6.3 Early Retirement. Employees fifty (50) years of age with ten (10) or more years of service, both as of the date of retirement may, at their option, elect to retire early upon the following terms and conditions:

a. Retirement shall be as of August 31;

b. Notice of retirement election must be in writing, signed by the retiring employee and is irrevocable. Notice must be given a minimum of one (1) full contract year and a maximum of three (3) years prior to retirement (i.e., notice given prior to August 31 may be effective the next following August 31 or either of the two such dates next ensuing);

c. An employee electing early retirement shall for each of the three (3) years following notice, receive the sum of Fifteen Hundred Dollars ($1500); above base salary, if continuing to be employed as retirement incentive compensation or as retirement compensation if retired. When continuing to be employed said sum shall be paid in fractional sums equal to the number of the employee's annual pay periods; if paid after retirement, said sum shall be paid in one payment annually during the month of January;

d. A retiring employee's health insurance shall be continued after retirement as set forth in Paragraph 6.2(b) hereof; however, shall be discontinued if the retiring employee obtains health insurance coverage by way of other employment or other reason.

6.4 Optional Contributory Term Life Insurance Plan. Each full-time employee shall join a group life insurance plan in which he/she agrees to pay the first fifty percent (50%) of the premium on a $25,000 term life insurance policy. The College will pay the remaining fifty percent (50%).

Each full-time employee may elect to obtain up to two (2) additional units of $25,000 each in life insurance for which the employee and College each pay fifty percent (50%) of the premium.

6.5 Insurance Coverage and Other Benefits for Employees on Leave.

a. All full-time employees are to receive all insurance and retirement benefits during the entire twelve months of each year employed (whether it's a 9-month, a 9-1/2 month, a 10-month, or an 11-month appointment [must be at least a 9-month appointment]), unless they resign, in which case the coverage will only be during the period of employment plus any grace period allowed for life and health insurance following the effective date of the resignation.

b. For employees on leave without pay for a semester or more, insurance coverage will be continued during the entire period of such leave only if the employees reimburse the College for the entire costs of the premiums involved and not otherwise be covered beyond the normal grace period for insurance.

ARTICLE VII - APPOINTMENTS AND PROMOTIONS

7.1 Appointment shall be made by the Board on recommendation of the President.

7.2 Employees appointed to an initial full-time appointment shall serve a probationary period of five (5) years.

7.3 Promotion in Rank. Promotion shall be granted upon the recommendation of the President and approval of the Board.

7.4 Promotion may be granted in recognition of the demonstrated excellence of a professional staff member in meeting the responsibilities assigned him/her and in implementing the objectives of the College.

7.5 To be eligible for promotion, employees should meet the minimum requirements as set forth below. These minimum requirements do not in themselves define the criteria on which an individual shall be judged for promotion.

The numbers below refer to the number of total years of College teaching experience, other teaching experience, and other related experience.

Rank	Doctorate	Master's & Comp. Univ. Certificate	Master's	Bachelor's
Professor	8 years	10 years	12 years	NA
Associate Professor	3 years	6 years	8 years	NA
Assistant Professor	0 years	2 years	5 years	NA
Instructor	NA*	0 years	0 years	4 years
Technical Specialist I	NA	NA	NA	0 years
Technical Specialist II	NA	NA	NA	0 years

*Not Applicable

7.6 When an association member is promoted he/she goes across and back one step on the Salary Schedule. (Example: Instructor Step 9 in 1984-85 would go to Assistant Professor Step 8 in 1985-86.)

ARTICLE VIII - RETRENCHMENT/TERMINATION

8.1 a. Reduction of Staff/Retrenchment. Upon determination by the College of the need to reduce staff, and prior to implementation of a decision to retrench, a committee will meet with the President of the College to:

1) Identify and discuss the need to retrench staff;

2) Discuss the effect upon the College;

3) Discuss alternatives to retrenchment.

The committee will consist of six members as follows:

1) The President of the College or his/her representative;

2) Two (2) members appointed by the President of the College

3) The President of NCCCAP or his/her representative;

4) Two (2) members appointed by the President of NCCCAP.

b. Timelines. As early as possible, but not later than eight (8) months prior to the effective date of retrenchment.

c. Order of Layoff. Affected full-time employees within a given discipline, as described below, shall be laid off in the inverse order of seniority, as expressed in numbers of years. Consideration will be given to relieving part-time employees before full-time employees. Consistent with the foregoing, the order of layoff shall be:

1) Temporary status faculty;

2) Initial appointments;

3) Term appointments;

4) Continuing status faculty.

d. Seniority. Each employee will begin receiving seniority in the discipline area in wich the initial or first appointment at North Country Community College was made. This shall be determined in the earliest dated letter of appointment in each employee's personal file. Seniority shall be granted in that discipline for each year of appointment, regardless of the number of years for which the employee actually taught courses within that initial discipline area.

Each employee will also earn one (1) year seniority in any other discipline(s) in which he/she taught at North Country Community College a minimum of one (1) course during any year for any term (Fall, Spring, Winterim or Summer Sessions). A year in which an employee engages in a Professional Improvement Leave will count as one (1) year seniority in the initial discipline. Personal leaves will not count towards seniority.

e. Discipline in Which Seniority is Determined. The disciplines within which retrenchment and seniority will be determined are as follows:

Disciplines	Subjects
1. Communications	English, Speech, Developmental Studies
2. Humanities	Philosphy, Art, Music, Adirondac Studies, Drama, Literature
3. Math/Physics	All Math except developmental math, Physics
4. Life Sciences	Chemistry, Biology, Anatomy & Physiology
5. Social Sciences	Education, History, Psychology, Sociology, Economics, Anthropology, Gerontology, Political Science, Counseling
6. Business	Business. Accounting, Business Management, Secretarial Science
7. Health, Physical Education and Recreation	Physical Education, Wilderness Recreation, Recreational Facilities, Health, Specific Technologies.
8. Student Services	Admissions, Financial Aids, Counseling, Student Activities
9. Administration	Records & Research, Computer Coordinator, Purchasing
10. Division Chairs	Division Chairpersons
11. Continuing Education	Director of Continuing Education Program Development, Coordinator of Inmate Educating, Coordinator of Arts in Education

Specific Technologies

12. Radiologic Technology

13. Nursing

14. Biologic Technology

15. Mental Health

16. Criminal Justice

17. Computer Technology

18. Library

The same Committee as described in 8.1 will act as the decision-making body in settling discrepancies and matters regarding seniority.

f. Rights of Retrenched Faculty. Employees retrenched under these provisions shall be considered on an "Involuntary Leave Without Pay" for a period of two (2) calendar years beyond the effective date of retrenchment. Such employees shall retain the following rights:

1. The laid-off employee shall have all rights as if on leave without pay.

2. The College will support 50% of the retraining tuition costs up to a maximum of $600 support for each of the two years while on "Involuntary Leave Without Pay" status.

3. Employees on continuing status who are laid-off shall, for the period of two (2) years, have a right to be recalled to a position in a discipline for which the employee has seniority rights. Recall shall be in inverse order of layoff. Notice of recall shall be in writing, forwarded by Registered or Certified Mail, addressed to the last address filed in the Office of the President of the College by the laid-off employee. If the employee fails to respond in writing. within three (3) weeks of receipt of notice of recall indicating acceptance thereof (or within four [4] weeks of mailing thereof) the employees shall be deemed to have refused recall and the College shall have no further obligation to him/her. Upon recall from layoff an employee will have restored all rights and status held prior to layoff.

4. No new appointment shall be made within the discipline while there are available employees on "Involuntary Leave Without Pay" who have seniority rights in that discipline.

5. Retrenched faculty will be given preference for instructional loads otherwise assigned to part-time faculty.

g. The determination by the College of the need to reduce staff shall not be grievable or arbitrable hereunder.

8.2 Termination for Incapacity. The Board, upon recommendation of the President and upon written medical advice, including, if requested by the employee, medical reports from the employee's doctor(s), may place a unit member on an unpaid leave status at any time during the school year for mental or physical incapacity which prevents such person from adequately performing his/her duties. Said leave may continue for up to twelve (12) months following such action at which time the Board, upon recommendation of the President and upon appropriate written medical advice, may either terminate or extend said unpaid leave status.

8.2.1 The employee may, at his/her option, utilize accumulated sick leave credits and apply for additional paid leave time under provisions of the sick leave bank as provided for in this contract.

8.2.2 Such an employee at his/her request, in writing, made within thirty (30) working days of Trustee action, shall have the right to a hearing before the Trustees or a Committee thereof. Said hearing will occur within twenty (20) working days of request and shall follow Article X, Section 10.3 (Procedures).

8.3 Except as otherwise provided herein, no employee shall be terminated except for just cause.

ARTICLE IX - LEAVES OF ABSENCE

9.1 Sick Leave. All full-time, nine-month employees are entitled to twenty-four (24) sick days per year. All full-time, twelve-month employees are entitled to thirty (30) sick days per year. This sick leave shall be cumulative to 180 days. At time of severance accumulated sick leave will not be compensated. All employees employed during summer session are entitled to sick leave benefits for the duration of their summer contract at the rate of two-and-one-half days per month. These sick leave benefits are cumulative for full-time staff.

9.2 Sick Leave Bank. Each full-time employee shall contribute five (5) days from his/her sick leave accumulation reserve for each of the first five years of his/her employment. Contributed days will be placed in a "Sick Leave Bank" established to aid full-time employees who suffer prolonged illness and whose sick leave accumulation has been exhausted.

9.3 A full-time employee with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.

9.4 A full-time employee with more than three (3) years of service at the College may be permitted, on written application and adequate justification to draw up to one hundred and twenty (120) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.

9.5 A committee composed of three (3) members shall be responsible for the administration of the Sick Leave Bank. Two (2) members will be appointed by the President of NCCCAP and one (1) member will be appointed by the President of the College.

9.6 Family Emergency Leave. On the approval of the appropriate area Dean, a full-time employee may be given leave, up to five (5) working days, for serious illness or death in his/her immediate family, without loss of pay, which leave shall be deducted from available current sick leave. The President of the College may grant special or additional paid family emergency leave under unusual circumstances which, in his/her judgment, justifies such an exception.

9.7 Personal Leave. On the approval of the appropriate area Dean and notice of such request given to the employee's immediate supervisor, an employee has up to three (3) days personal leave without loss of pay, which leave shall be deducted from available current sick leave. Said personal leave shall be, when possible, applied for at least 24 hours in advance of departure. Approval will not be unreasonably withheld.

9.8 Leave Without Pay. After one (1) year of continuous service and upon the recommendation of the President and approval of the Board, full-time employees may be granted a leave of absence without pay for any period of up to two (2) years.

9.9 Professional Improvement Leave.

a. Only employees having continuing appointments are eligible for professional leave.

b. Only those who demonstrate a desire for excellence and propose a legitimate plan will be considered.

c. A "legitimate plan" will be construed to be that which is based upon a clear and direct rationale for the enrichment of the NCCC community and the individual.

d. Personal benefits resulting from professional leave should be paralleled by the benefits to be received by the NCCC community.

e. The College Professional Improvement Leave Committee (PIL), composed of three (3) members elected by the Association and three (3) members appointed by the President, will function as the screening agent. This committee's recommendations will be forwarded to the Board by the President with his/her recommendations for final decision.

f. Written application for professional leave shall be addressed directly to the College PIL Committee which in turn shall solicit the opinions and recommendations of the appropriate Division and Area Chairperson.

g. Each candidate must submit his/her proposal no later than November 1 of the year prior to that for which he/she is requesting professional leave.

h. The College PIL Committee will forward its recommendations to the President of the College no later than March 1 of the year prior to that for which the professional leave is requested.

i. The President will forward the College PIL recommendations to the Board together with his/her recommendations at the March Board meeting. Candidates will be advised of the Board action no later than May 31.

j. A professional leave proposal may not exceed a full academic year and such leave will carry a stipend appropriate to the time period of the leave; i.e., for each month of approved leave , 2/3 of that month's salary plus full benefits. An approved leave may be granted for any period for one (1) month through nine (9) months, depending on the number of leaves requested and granted and upon the available funds that year.

k. A successful candidate for professional improvement Leave must contract to return to NCCC for at least one year. If he/she fails to return, the stipend will be considered to be a loan which shall be reimbursed to NCCC on the basis of a loan repayment schedule to include interest at the rate of eight percent (8%).

l. There is to be no increase in remuneration for the year while on professional improvement leave. Salary for PIL year will be based on previous year's salary. Interim increases, if any, will accrue upon return.

m. The amount expended on PIL's shall not exceed 2.5 percent of the total full-time bargaining unit salaries exclusive of overloads and summer stipends.

9.10 Maternity Leave.

a. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes shall be treated the same as disabilities caused or contributed to by other medical conditions except as stated herein.

b. Beginning with the date a physician certifies that an employee can no longer work, a maximum period of eight (8) weeks can be charged against the sick leave time accumulated by the employee. Extension beyond the eight weeks requires a physician's certification of disability.

c. Where disability disrupts the instructional calendar, that part of the semester not included in the disability will be considered maternity leave without pay with no loss of benefits for the employee during that semester.

d. In order to minimize disruption of instruction, teaching responsibilities may, by mutual agreement, be relieved or reassigned for all or a portion of that semester.

ARTICLE X - GRIEVANCE PROCEDURE

The Grievance Procedure to be utilized by the parties hereto during the term of this Agreement shall be as set forth on Schedule "C" attached hereto and incorporated herein by this reference.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 The College shall be responsible for preparing the final copy of the Agreement. The College shall make available one copy of the Agreement to each member of the bargaining unit and provide three (3) copies to the Association.

11.2 The Association will be provided with six (6) copies of approved minutes of official Board meetings as soon as possible after such meetings.

11.3 Labor management meetings shall be held at the request of either the President of NCCCAP or the President of the College at a mutually agreed time and location; each party may choose two (2) representatives.

11.4 Employees shall complete and submit a trip sheet indicating mileage and note thereon any vehicle malfunction on each instance of use of a College vehicle. No employee shall be required to operate a vehicle which is unsafe.

Employees shall be permitted to use their personal vehicles for College use and shall be reimbursed therefor at the rate of twenty cents (20¢) per mile or the average of the rates of Essex and Franklin Counties, whichever be greater, plus tolls.

11.5 Evaluation. An evaluation report shall be rendered at least once each academic year. The report shall assess the strengths and weaknesses of each employee. The evaluation report shall be reduced to writing and a copy of such evaluation shall be given to each employee before the close of the academic year. Each employee shall have the opportunity for a conference with the appropriate administrator to discuss the evaluation report. Employees may respond in writing to the evaluation report and such comments shall become part of the evaluation report.

11.6 Employees shall be provided the opportunity for direct deposit of payroll checks to the bank of their choice.

11.7 Academic Regalia. The College shall provide academic attire for full-time employees for required functions in accordance with protocol.

11.8 Outside Employment. An employee may have outside employment as long as it does not impair his/her effectiveness as a professional staff member as determined by the appropriate Dean.

11.9 Negotiations Procedures. This Agreement is the entire agreement between the parties, terminates all prior agreements and understandings, and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement.

a. In the event that either party wishes to enter into negotiations for a successor agreement, that party shall notify the other party no later than December 1 prior to the expiration of the Agreement.

b. The Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. As soon as available, the Board will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The President will also make available to the Association, for inspection, all pertinent records, data, and information of the College.

11.10 At such time as the need arises to select a President of the College the President of the Association and three (3) other bargaining unit representatives will become members of the search committee.

11.11 Tuition Waivers. The College shall allow full-time bargaining unit members, their spouses and dependent children, free tuition for not more than a total of thirty (30) credit hours each year. Any and all courses must be taken at times that do not conflict with the employees' responsibilities.

11.12 Personnel Files. The College shall maintain only one personnel file for each employee. Employees shall have the right to review the contents of their personnel file upon reasonable notice within the College working hours. Employees have the right and shall be permitted to review the entire contents of the personnel file except for confidential pre-employment recommendations. Employees shall have the right to place a reply of reasonable length to any material or correspondence in their file and shall have the right to have an Association representative present during such review. Employees will be given copies of all material in the personnel file except pre-employment information and non-evaluative documents.

11.13 Employees shall sign and submit to their immediate supervisor the College leave usage form monthly.

ARTICLE XII - DURATION OF AGREEMENT

This contract shall be effective as of August 15, 1985 and shall continue in effect through August 14, 1990.

_____
Chairman, Board of Legislators,
Franklin County

Dated: _____

_____
Chairperson, Board of Supervisors,
Essex County

Dated: _____

_____
President, North Country Community College

Dated: _____

_____
Chairperson, Board of Trustees
North Country Community College

Dated: _____

_____
President, North Country Community College Association of Professionals

Dated: _____

_____
Chairperson, Negotiating Committee
North Country Community College
Association of Professionals

Dated: _____

SCHEDULE A
DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name, First, Middle Initial Division

Address

TO: Board of Trustees of North Country Community College and Boards of Legislators/Supervisors of Franklin and Essex Counties

Pursuant to Chapter 392, Laws of 1967, I hereby designate the North Country Community College Association of Professionals as my representative for the purpose of collective negotiations, and hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by the Association. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with the authorization and relieve the Board and all their officers from any liability therefor. This authorization shall be continuous while employed in this College or withdrawn by written notice.

NCCCAP

Employee Signature Date

SCHEDULE B

6.1A

SALARY SCHEDULE 1985-1990

(a) The classifications for the administrative personnel are reflected in the A Salary Schedule and for teaching faculty reflected by academic rank. One is not to be construed to be equal to the other.

(b) When the need exists for ten (10) or eleven (11) month work year nine (9) month base salaries shall be increased by 1/9 or 2/9, as the case may be.

(c) Each year the professional staff will advance one increment.

(d) In order to qualify for an increment on September 1, assuming an increment in any given year, a newly appointed professional staff member must have been employed and working as of January 15 of that current calendar. A newly appointed professional staff member employed as of the spring semester of that calendar year shall receive one-half (½) of the schedule increment.

6.1B When it becomes necessary to contract services of employees covered by this Agreement, before or beyond the limits of the Agreement, said employee will be compensated at a per diem rate of 1/200 of the employee's annual salary.

6.1C Full-Time Faculty Summer Session and Overload Rates per Credit/Hour.

	Technical Specialist	Instructor	Assistant Professor	Associate Professor	Professor
1985-86	270	310	345	395	420
86-87	290	330	365	415	440
87-88	310	350	385	435	460
88-89	330	370	405	455	480
89-90	355	395	430	480	505

NOTES: (a) Technical Specialist I and II are classified together.

(b) Rank placement same as for preceding academic year.

STEP	A/7 TECHSPEC II	A/6 TECHSPEC I	A INSTRUCT
1	13256	13608	154
2	13954	14421	162
3	14651	15235	170
4	15349	16049	178
5	16047	16862	187
6	16744	17676	195
7	17442	18490	203
8	18140	19303	211
9	18837	20117	219
10	19535	20930	227
11	20233	21744	235
12	20930	22558	244
13	21628	23371	252
14	22326	24185	260
15	23023	24998	268
16	23721	25812	276
17	24419	26626	284
18	25116	27439	292
19	25814	28253	300

E 1985-1986

/5 OR	A/4 ASST PROFESSOR	A/3 ASSOC PROFESSOR	A/2 PROFESSOR
64	17880	19495	21922
67	18694	20425	22851
81	19507	21354	23781
94	20321	22284	24710
08	21135	23213	25640
22	21948	24143	26569
35	22762	25072	27499
49	23575	26002	28428
63	24389	26931	29358
76	25203	27861	30288
90	26016	28791	31217
03	26830	29720	32147
17	27644	30650	33076
31	28457	31579	34006
44	29271	32509	34935
58	30084	33438	35865
72	30898	34368	36794
85	31712	35297	37724
99	32525	36227	38654

SALARY SCHEDULE

STEP	A/7 TECHSPEC II	A/6 TECHSPEC I	A/5 INSTRUCTOR
1	14006	14358	16204
2	14704	15171	17017
3	15401	15985	17831
4	16099	16799	18644
5	16797	17612	19458
6	17494	18426	20272
7	18192	19240	21085
8	18890	20053	21899
9	19587	20867	22713
10	20285	21680	23526
11	20983	22494	24340
12	21680	23308	25153
13	22378	24121	25967
14	23076	24935	26781
15	23773	25748	27594
16	24471	26562	28408
17	25169	27376	29222
18	25866	28189	30035
19	26564	29003	30849

1986-1987

	A/4 ASST PROFESSOR	A/3 ASSOC PROFESSOR	A/2 PROFESSOR
	18630	20245	22672
	19444	21175	23601
	20257	22104	24531
	21071	23034	25460
	21885	23963	26390
2	22698	24893	27319
6	23512	25822	28249
0	24325	26752	29178
3	25139	27681	30108
6	25953	28611	31038
0	26766	29541	31967
3	27580	30470	32897
7	28394	31400	33826
1	29207	32329	34756
4	30021	33259	35685
8	30834	34188	36615
2	31648	35118	37544
5	32462	36047	38474
9	33275	36977	39404

SALARY SCHEDULE 19

STEP	A/7 TECHSPEC II	A/6 TECHSPEC I	A/5 INSTRUCTOR
1	14412	14774	16674
2	15130	15611	17511
3	15848	16449	18348
4	16566	17286	19185
5	17284	18123	20022
6	18002	18960	20860
7	18720	19797	21697
8	19437	20635	22534
9	20155	21472	23371
10	20873	22309	24208
11	21591	23146	25046
12	22309	23984	25883
13	23027	24821	26720
14	23745	25658	27557
15	24463	26495	28394
16	25181	27332	29232
17	25899	28170	30069
18	26617	29007	30906
19	27335	29844	31743

987-88

A/4 ASST PROFESSOR.	A/3 ASSOC PROFESSOR	A/2 PROFESSOR
19170	20832	23329
20008	21789	24286
20845	22745	25242
21682	23702	26199
22519	24658	27155
23356	25615	28112
24194	26571	29068
25031	27528	30025
25868	28484	30981
26705	29441	31938
27543	30397	32894
28380	31354	33851
29217	32310	34807
30054	33267	35764
30891	34223	36720
31729	35180	37677
32566	36136	38633
33403	37093	39590
34240	38049	40546

SALARY SCHEDULE I

STEP	A/7 TECHSPEC II	A/6 TECHSPEC I	A/5 INSTRUCTOR
1	14844	15217	17174
2	15584	16080	18036
3	16323	16942	18898
4	17063	17804	19761
5	17802	18667	20623
6	18542	19529	21485
7	19281	20391	22348
8	20021	21254	23210
9	20760	22116	24072
10	21500	22978	24935
11	22239	23841	25797
12	22978	24703	26659
13	23718	25565	27522
14	24457	26428	28384
15	25197	27290	29246
16	25936	28152	30109
17	26676	29015	30971
18	27415	29877	31833
19	28155	30739	32696

988-1989

A/4 ASST PROFESSOR	A/3 ASSOC PROFESSOR	A/2 PROFESSOR
19745	21457	24029
20608	22442	25014
21470	23428	25999
22332	24413	26984
23195	25398	27970
24057	26383	28955
24919	27368	29940
25782	28354	30925
26644	29339	31911
27506	30324	32896
28369	31309	33881
29231	32294	34866
30093	33280	35851
30956	34265	36837
31818	35250	37822
32680	36235	38807
33543	37220	39792
34405	38206	40777
35267	39191	41763

SALARY SCHEDULE 1989-1990

A/7 TECHSPEC II	A/6 TECHSPEC I	A/5 INSTRUCTOR	A/4 ASST PROFESSOR	A/3 ASSOC PROFESSOR	A/2 PROFESSOR
15364	15750	17775	20437	22208	24870
16129	16643	18667	21329	23228	25890
16895	17535	19560	22222	24247	26909
17660	18428	20452	23114	25267	27929
18425	19320	21345	24007	26287	28949
19191	20213	22237	24899	27307	29968
19956	21105	23130	25792	28326	30988
20721	21998	24022	26684	29346	32008
21487	22890	24915	27577	30366	33027
22252	23783	25807	28469	31385	34047
23017	24675	26700	29362	32405	35067
23783	25568	27592	30254	33425	36086
24548	26460	28485	31147	34444	37106
25313	27353	29377	32039	35464	38126
26079	28245	30270	32932	36484	39146
26844	29138	31162	33824	37503	40165
27609	30030	32055	34717	38523	41185
28375	30923	32947	35609	39543	42205
29140	31815	33840	36502	40563	43224

SCHEDULE C
GRIEVANCE PROCEDURE

10.1 Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and are afforded adequate opportunity to dispose of their differences without the necessity of administrative agencies and/or the courts.

10.2 Definitions.

a. A grievance is a claim by the Association or an employee or group of employees in the negotiation unit based upon a claimed violation, misinterpretation, misapplication or inequitable application of any clause of this contract.

b. The term Supervisor shall mean the appropriate Division Chairperson, immediate supervisor or other administrative officer to whom the grievant reports in a direct line of supervision.

c. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance. In the instance of a grievance by the Association the term supervisor shall mean the Dean of Academic and Student Affairs.

d. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

10.3 Procedures.

a. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

b. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the employee and the Association.

c. The preparation and processing of grievances, insofar as practicable, shall be conducted during non-employment hours. If scheduled during working hours, employees shall be excused from duty without loss of pay. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

d. The College agrees to facilitate any investigation which may be required and make available any and all material and relevant documents, communicaitons and records concerning the alleged grievance.

e. An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

f. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party hereto against the aggrieved party, any party-in-interest, any representative, any member of the Professional Practices Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

g. Forms for filing grievances shall be as annexed hereto designated Schedule "D".

h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. All such

documents, communications, and records shall be disposed of after three (3) years from the date of the instigation of the grievance.

i. Nothing contained herein will be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration or faculty and having the grievance informally adjusted without intervention of the Association. While such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

j. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the right to copies of all materials and decisions; and providing further, that Stage 4 of the grievance procedure shall be available only to the Association and those aggrieved parties represented by it.

10.4 Time Limits.

a. The time limits specified for either party may be extended only by mutual agreement.

b. No written grievance will be entertained, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fourteen (14) working days after the faculty or administrative member knew or should have known of the act or condition on which the grievance is based. Employees who do not file within the fourteen (14) working days, as noted above, shall be deemed to have abandoned such grievance.

c. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

e. If a grievance extends beyond the end of the work year of the aggrieved party, on written request by or on behalf of the aggrieved party the time limits set forth herein will be pro-rata so that the grievance procedure may be exhausted prior to the end of the work year of the grievant or at the option of the aggrieved party may be suspended and reopened on the first day the aggrieved party actively returns to service.

10.5 Stages.

a. Supervisor (Stage 1).

i. An employee having a grievance will discuss it with his/her appropriate supervisor, either personally and/or by a representative, with the objective of resolving the matter informally. If the grievance cannot be resolved informally, it shall be reduced to writing and presented to the supervisor. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any party-in-interest with whom consultation has been had without the aggrieved party or his/her representative present. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

ii. Within five (5) working days after the written grievance is presented to him/her, the supervisor shall render a decision, in writing, and present it to the faculty member, his/her representative and the Association.

b. President (Stage 2).

i. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of

Stage 1 and wishes to proceed further under the grievance procedure, the employee shall, within five (5) working days, present the grievance to the President.

ii. Within five (5) working days after receipt of the appeal, the President, or his/her duly authorized representative, shall hold a hearing with the employee and his/her representative.

iii. The President shall render a decision in writing to the aggrieved party, the Professional Practices Committee and its representatives within ten (10) working days after the conclusion of the hearing.

c. Arbitration (Stage 3)

i. If the employee and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the College, the Association may submit the grievance to arbitration by written notice to the Board within ten (10) working days of the decision at Stage 2.

ii. Within five (5) working days after such written notice of submission to arbitration, either party may request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The parties may mutually agree to select an arbitrator without the necessary AAA list.

iii. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.

iv. The arbitrator shall have no power or authority to make a decision which require the commission of an act prohibited by law or which violates the terms of this Agreement.

v. The decision of the arbitrator shall be final and binding on the parties hereto.

vi. The costs for the service of the arbitrator, including expenses, if any, will be borne equally by the College and the Association.

10.6 Grievance Procedure for Dismissal.

a. An employee alleging that his/her dismissal or denial of tenure involves any claimed violation, misinterpretation, misapplication or inequitable application of law, rule or regulations having the force of law, this Agreement, College Policy Handbook, rules, by-laws, regulations, directions, order, work rules, procedure practices or customs of the Board and/or the President and/or Administration, or violated any other constitutional or legal right or academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submission to the Professional Practices Committee of the Association.

b. In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the administration to show adequate cause for its action.

c. Upon the filing of a grievance for dismissal or denial of tenure, and at least five (5) working days before the hearing at Stage 2, the administration shall present reasonable detailed and formally written charges to the aggrieved party.

AGREEMENT BETWEEN

ONANDAGA COMMUNITY COLLEGE

AND

THE ONANDAGA COMMUNITY COLLEGE

FEDERATION OF TEACHERS, AFT, LOCAL 1845

SEPTEMBER, 1986 - AUGUST, 1989

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AGREEMENT

Made the 14th day of April 1987, between THE COUNTY OF ONONDAGA and THE TRUSTEES OF ONONDAGA COMMUNITY COLLEGE (hereinafter collectively referred to as the "College"), and THE ONONDAGA COMMUNITY COLLEGE FEDERATION OF TEACHERS, AFT, LOCAL 1845 (hereinafter referred to as the "Federation").

ARTICLE I
Legislative Action

Section 204(a) of the Civil Service Law of the State of New York commonly referred to as the Taylor Law requires the following paragraph to be included within any labor agreement executed between a public employer and its public employees:

> "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE II
Agreement Scope

2.1 This agreement constitutes the entire agreement between the College and the Federation. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it.

2.2 This agreement may be amended or supplemented only by further written agreement by the parties. A party desiring amendment or supplement will notify the other party in writing stating the substance of the amendment or supplement desired, but the other party shall not be obliged to discuss or agree to such proposed amendment or supplement.

2.3 Neither party will discriminate against any employee in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

2.4 *Conformity to Law.* This agreement and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If any Federal or New York law or regulation, or the final decisions of any Federal or New York court or administrative agency affects any provision of the agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement will not be affected.

ARTICLE III
College Management

The Federation agrees that the Onondaga County Legislature, the Community College Board of Trustees and the Administration of the College have complete authority over the policies and administration of the College, which are exercised under the provisions of law in fulfilling responsibilities under this agreement, including the establishment of work rules and regulations, the determination of the number, type and qualifications of personnel; to determine methods, means and personnel by which such operations of the College are to be conducted or purchased; to take whatever actions may be necessary to carry out the mission, policies or purpose of the College; not inconsistent with the terms of this agreement. Any matter involving the management of governmental operations vested by law in the County government as sponsoring agency or in the College and not covered by this agreement is in the province of the County or the College, as the case may be.

The Onondaga County Legislature, the Onondaga Community College Board of Trustees and the Administration of the College on its own behalf hereby retain and reserve all rights, power, authority, duty and responsibility conferred by the laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies as are deemed necessary will, as they apply to employees represented by the Federation, be limited only by the specific and express terms of this agreement.

ARTICLE IV
Federation Status

4.1 *Recognition.* The College hereby recognizes the Federation as the exclusive bargaining representative for the maximum period as provided by law for members of the professional staff, which comprises full-time, part-time, and adjunct faculty included in the following titles: Counselor, Librarian, Audio-Visual Co-ordinator, Instructor's Assistant, Instructor Part-Time, Instructor, Assistant Professor, Associate Professor, Professor and Tutor.

Excluded from the unit are people on the payroll of employers other than Onondaga Community College whose job duties require work performed at the College or at the College's off-site work locales, those teaching non-credit courses for the Division of Community Education, and medical consultants required by accrediting agencies.

4.2 *No Strike Pledge.* The Federation affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.

4.3 *Federation Membership.* Membership in the Federation shall not be a condition of employment; nor will the College discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful

activities in the Federation or his/her refusal to join such organization or participation in any such activities.

4.4 *Payroll Deduction.* The College, upon thirty days' notice and upon receipt of a written and signed direction from each employee, will deduct from the wages due such employee in any month the regular dues fixed by the Federation and remit such amounts to the Federation on a regular monthly basis.

At such time as the Onondaga Community College Federation of Teachers, AFT, Local 1845 shall enjoy membership of full-time bargaining unit employees equal to 75% thereof and for such period of time as the Federation shall maintain such membership percentage level, the OCCFT as the exclusive representative of the bargaining unit as set forth herein shall be entitled to have deductions made on a regular basis from the pay of each employee of the bargaining unit who is not a member of the Federation the amount equivalent to the membership dues levied by the Federation and remitted monthly to the Federation in accordance with Section 208.3 (b) of the New York State Civil Service Law. The Federation affirms that it has adopted such procedures for refund of agency fee deduction as required by Section 208.3 (b) of the New York State Civil Service Law. Verification of membership percentage shall be as of September 15th of each year. In determining the number required to be achieved by the Federation, (.75) will be multiplied by the total number of full-time bargaining unit employees on payroll.

4.5 *Indemnification.* The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purposes of complying with Section 4.4. The Federation shall promptly refund to the employee any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions which the College has agreed to deduct.

4.6 *Bulletin Board.* The Federation shall be provided adequate bulletin board space at the College for the posting of notices and other materials relating to Federation activities.

4.7 *Administration-Federation Relations.* The President of the College, or authorized designee, shall engage in consultation with the President of the Federation, or authorized designee, at the request of either person, as their interests may require.

4.8 *Provision of Certain Information.* The College, upon reasonable and timely request by an authorized representative of the Federation, shall provide available public information and other information required by law for the purpose of assisting in the administration of resultant grievances arising under this agreement.

4.9 *Use of Facilities.* Subject to College rules and regulations of general applicability, and not to conflict with normal College operations, the authorized representatives of the Federation shall have the opportunity to use College meeting facilities, typewriters and duplicating equipment. The Federation shall pay the College for all costs incidental to such use, that is, paper, stencils, ditto masters, extra

custodial service, etc. Whenever there is a breakdown of such equipment clearly attributable to its abuse by Union Representatives, the Federation shall reimburse the College for necessary repairs.

4.10 *Benefit Trust Deduction.* The College shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Office of Human Resources for anyone within the bargaining unit. Such signed authorization may be discontinued upon written notice by the employee to the College. The Federation shall provide to the College a list of all participants in this benefit along with a billing for the individual deductions. The College shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust and the Federation with a list of all employees from whose salaries such deductions have been made.

The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purpose of complying with this section. The Federation shall promptly refund to the employer any funds received in accordance with this agreement which are in excess of the amount the College has agreed to deduct.

ARTICLE V
Academic Freedom

5.1 The concept of academic freedom shall be fostered at Onondaga Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees: "It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member, he has the same freedom as other citizens. He should be mindful, however, that in his extra-mural utterance he has an obligation to indicate that he is not an institutional spokesman."

ARTICLE VI
Working Conditions

6.1 *Teaching Loads and Schedules.* Establishment of teaching loads and schedules rests with the President and/or designee after consultation with the Department Chairperson and the individual faculty member.

6.2 *Class Size.* Establishment of class size rests with the President and/or designee after consultation with the appropriate Department Chairperson.

6.3 *Teaching Load.* The normal full-time teaching load of a faculty member per academic year will be thirty net contact hours, not to exceed eighteen per semester, and six preparations, not to exceed three per semester. A net contact hour is equal to: (a) one hour of lecture, or (b) one and one-quarter hours of lab, or (c) one and one-half studio hours (music), or (d) one hour physical education activity, or (e) three supervisory students (clinical).

6.4 *12 Hour Option.* Incumbent full-time faculty members as of the spring semester of 1974 may opt to teach twelve (12) contact hours provided proper notice is given to the Department Chairperson, and President and/or designee. Other faculty members may request of the President a reduced teaching load to 12 hours in any one semester, which request will not be unreasonably denied by the President. A department's total offerings shall not be reduced because of the election to teach only twelve (12) net contact hours. The reduction of compensation for this 12-hour load will be 10 percent.

6.5 *Reduction in Salary Due to Load.* No full-time faculty member shall suffer a reduction in salary if scheduled for fewer than thirty (30) net contact hours when the scheduling is beyond the control of the faculty member.

6.6 *Semester System.* The two semester system shall continue for the duration of this agreement.

6.7 *Underload.* In the case of an underload, a full-time teaching faculty member may make up load hours through the assignment of additional non-instructional work during the Academic year to be pro-rated, in hours, equal to the amount of time for preparation and instruction in the amount of the underload, or the underload may be covered in an appropriate manner agreed upon by the President and/or designee, and faculty member.

6.8 *Workweek.* There shall be a maximum workweek of five (5) days Monday through Friday for full-time and part-time faculty. There shall be a maximum workweek of six (6) days Monday through Saturday for adjunct faculty.

6.9 *Workday.* Every effort shall be made to schedule each full-time and part-time faculty member's teaching load within an eight (8) hour period on any one day between the hours of 8:00 a.m. and 10:45 p.m.

6.10 *Master Schedule.* The Department Chairpersons shall prepare and submit the tentative list of course offerings to the College. The College shall determine the master schedule of classes after consultation with Department Chairpersons.

6.11 *Duties Outside Academic Calendar.* Members of the full-time and part-time faculty employed on an academic year contract shall not be responsible for any duties outside of the academic calendar year without remuneration or compensatory time off.

6.12 *Academic Calendar.* The academic calendar shall be determined by the College after consultation with the Federation and shall contain 170 (171 for new faculty) days inclusive of instruction, examinations, advisement, commencement, orientation, registration, and recruitment. Those members of the faculty whose contracts are based on the academic year shall be on duty at the College no sooner than one week (5 work days) prior to the start of the fall semester classes

and no later than one week (5 work days) subsequent to the end of spring semester final examinations.

6.13 *Faculty Office Hours.* Full-time faculty shall schedule and post four office hours over no less than three days per week. Part-time faculty shall schedule office hours on a pro rata basis. No such hours shall be posted for time which is designated for any college activity. Faculty shall schedule other hours as are necessary by appointment.

6.14 *Faculty Outside Employment.* Employment at the College shall be considered the basic employment of all full-time faculty members, and each faculty member shall limit such other outside activities so as not to impair his/her educational effectiveness. Full-time faculty members involved in outside employment must provide prior written notice thereof to the President.

6.15 *Cancellation of Classes.* In the event that a faculty member is unable to meet a class, he/she shall notify the Department Chairperson and the Registrar (office) of said cancellation as soon as possible after 7:45 a.m. for day classes, 3:00 p.m. for evening classes, or, if said classes are to be covered by another instructor, the name of that individual. Subject to Chairperson approval, adjunct faculty shall be required to provide a qualified substitute to meet missed classes or to make up missed classes at a time agreeable to the class or to add a sufficient number of minutes to the remaining classes to make up missed classes.

6.16 *Department Chairpersons.*

(a) Must be full-time member of the academic faculty.

(b) Shall be appointed for a term of three (3) years, subject to the provisions hereof.

(c) Shall retain full faculty status.

(d) Shall be employed on the basis of the academic year and, if requested to and do become employed beyond the academic year, shall be compensated on a per diem basis at the rate of 1/200th of base salary.

(e) Shall have a reduction of teaching load of three contact hours per semester during the academic year; additional reduction of load may be authorized by the President and/or his designee; where circumstances so warrant said approval shall not be withheld unreasonably.

(f) Six weeks prior to the expiration of the term of the current Department Chairperson, the full-time members of the department shall select one nominee to be presented to the President of the College. The President shall accept or reject the nomination within ten days. Should the President reject the nominee, he/she shall provide the department with his/her reasons for rejection in writing upon request. The full time members of the department shall then select a new nominee to be presented to the President within ten days. The President shall again accept or reject the nomination within ten days. Should the President again reject the nominee, he/she will provide the department with reasons in writing upon request and then appoint a chairperson from the full-time members of the

department. The reasons supplied by the President as herein shall not constitute the basis of a grievance hereunder.

(g) By mutual agreement between the majority of the full-time faculty within the department and the President, the term of a Department Chairperson may be foreshortened at any time.

6.17 *Reorganization.*

In the event of department reorganization:

(a) The College shall notify the Federation not less than six (6) months prior to the effective date of reorganization;

(b) The term of the Department Chairpersons of the departments reorganized shall be foreshortened and terminated effective the date of reorganization.

(c) Affected faculty members shall retain and carry into a new department the seniority established in their respective departments prior to reorganization.

6.18 *Full-Time Counselors, Librarians and Audio-Visual Coordinators.*

(a) Shall continue such duties of the type as heretofore performed.

(b) Shall be entitled to academic rank and full faculty status.

(c) Shall work a thirty-five (35) hour week.

(d) Shall be employed on the basis of the academic year and if requested to and do become employed on a monthly (20 working days) basis beyond the academic year (not to exceed 2 months) at an additional compensation of one-tenth (1/10th) of base salary per month.

(e) Shall be assigned student advisees. The assignment of advisees will be made so as to most equitably and equally distribute assignment over bargaining unit members.

(f) Shall, if qualified in an academic discipline, be permitted to apply to teach a maximum of one (1) overload course per semester and unless employed in accordance with section (d) hereof, without limitation in the summer session for additional compensation at the overload rate.

6.19 *Full-Time Instructor's Assistant.*

(a) Shall work a thirty-five (35) hour week.

(b) Shall be employed on the basis of the academic year and if requested to and do become employed beyond the academic year shall be compensated on a per diem basis at the rate of one two-hundredth (1/200th) of base salary.

(c) The rank of Instructor's Assistant shall be a non-instructional rank and the individual will not be assigned full responsibility for classroom and/or laboratory instruction.

(d) Instructor's Assistants who have had four or more consecutive years of appointment shall be terminated only for just cause.

6.20 *Facilities.*

(a) Office space will be provided to full-time faculty and whenever possible there should be no more than two (2) faculty members to an office.

(b) Parking spaces shall be set aside and reserved for faculty closest to the respective classroom buildings. In the event that the subject parking area(s) are utilized for other College purposes, alternate faculty parking spaces shall be negotiated by the College and Federation.

6.21 *Grant Recipients.*

Faculty receiving grants administered by the College shall continue as members of the bargaining unit and maintain all contractual benefits to the extent funded by the grant. Persons newly employed by the College under the terms of a grant are considered grant-funded appointments. A grant-funded appointment is an appointment to a position for the grant period. The conditions of employment are those specified by the grant, and provisions of this agreement do not apply except for 11.6 Subcontracting, for a period not to exceed three (3) years. Where a grant-funded appointment continues after the expiration of the grant as a College funded position, or after the three year period, the College and the Federation shall determine through negotiations or through the rules of procedure of the Public Employment Relations Board whether the position is a bargaining unit position subject to the provisions of this agreement, and appointment thereto shall be considered an initial full-time appointment.

6.22 *Adjunct Faculty.*

(a) Adjunct faculty members shall be assigned no more than three assignments, the total of which must be less than 12 contact hours per semester or summer session, are responsible for instruction, examinations, maintenance of student records, and availability to students. The College may require, without providing extra compensation, adjunct faculty to participate in a two hour orientation program as determined by the College and the Federation.

(b) Employment Relationship: The employment relationship between the adjunct faculty member and the College is on a semester basis. There will be no expectation of continuing employment from one semester to the next.

6.23 *Part-Time Faculty.*

Part-time faculty perform all the duties of a full-time faculty member prorated on the basis of the number of credit hours assigned in a semester, and they teach fewer than 12 contact hours per semester.

6.24 *Change of Status.*

At the time of course assignment, all adjunct faculty members, part-time faculty members, leave replacements, and temporary appointments, shall be given a letter of appointment stating the conditions of their appointment prior to the commencement of each semester. Any change in status must be requested in writing by the chairperson of the academic department involved to the President or designee with a copy to the employee. The President or designee shall have one (1) month to decide and convey the decision to approve or disapprove the

request. When the President or designee approves the assignment of an adjunct faculty member to a part-time faculty assignment as defined by Article 6.23, the terms and conditions of part-time faculty apply to that person so assigned. When the President or designee approves the assignment of an adjunct or part-time faculty member as either a leave replacement or a temporary appointment, as the latter appointments are defined by Article 10.2, or to a full-time faculty assignment, the terms and conditions of employment appropriate to that status shall apply to that person so assigned.

ARTICLE VII
Personnel Policies for Full-Time Faculty

7.1 *Leaves Without Pay.* Subject to the written approval of the President, leaves of up to one (1) academic year without pay and extensions thereof may be granted upon written request to those persons who wish (1) to continue their education; (2) to advance their professional growth through such methods as industrial experience, research, consulting, travel, etc.; (3) to take such leaves for personal reasons. Request for such leave shall document the purposes thereof. If the leave request be for personal reasons, the documentation shall be deemed confidential.

7.2 *Sabbatical Leave.*

(a) A tenured faculty member may be eligible for sabbatical leave after completion of six (6) consecutive years of faculty service from date of original appointment or from date of return from previous sabbatical leave. Consecutive years of service shall include sick leaves. Leaves without pay shall not be included, but shall not be considered an interruption of otherwise consecutive service.

(b) Sabbatical leaves may be granted for study, formal education, research, writing, travel, and/or other experience of professional value, in each instance relating to the applicant's discipline or for the purpose of increasing the recipient's value to the College.

(c) Sabbatical leaves may be granted for one (1) year at one-half salary or one-half year at full salary.

(d) Applications for sabbatical leave must be made in writing and delivered to the Office of the President of the College with a copy to the Chairperson of the Sabbatical Leave Committee by October 15th of the sixth or subsequent year for leaves intended to commence the following academic year. The application shall clearly indicate the purpose of the leave and, if for study, the name of the institution at which the study is intended, the identity of the study, the courses to be pursued, their relationship to the applicant's discipline and its immediate or ultimate value to the College. Applications for other of the purposes outlined above shall state in detail their specific educational objective in direct relationship to the applicant's field of

endeavor and shall demonstrate the benefit which such leave will bring to the individual and College. The Committee may consider granting priority status to applicants who have received retrenchment notice.

(e) A Sabbatical Leave Committee composed of eight (8) tenured faculty members elected by the faculty shall review all applications, evaluate and place in priority order those that it determines most meritorious and which will most benefit the applicant and College and shall submit its recommendations to the President of the College by February 1st. Committee recommendations shall be subject to the approval of the President who may select therefrom such recipient(s) as in the President's judgment are consistent with the purposes of this Article and are economically justified; such number, however, shall not exceed 5% of the full-time faculty. The selection of the President shall be announced on or prior to March 15th.

(f) The period of sabbatical leave shall be credited as continuous service for all purposes. Sabbatical leave recipients remain employees of the College and salary shall be subject to normal deductions for social security, income taxes, etc. All fringe benefits such as retirement and health insurance shall continue during the term of such leave.

(g) A faculty member returning from sabbatical leave shall have maintained his/her seniority in the department from which he/she left to go on leave.

(h) Upon return from sabbatical leave, the recipient will submit to the President, within six (6) months, with copy to the Sabbatical Leave Committee and copy to the individual's personnel file, a report inclusive of appropriate descriptive and supporting data relative to such leave.

(i) If a sabbatical leave recipient fails to return and complete one (1) full year of service at the College following such leave, or fails to timely submit the sabbatical leave report provided for in subparagraph (h) herein he/she must repay to the College the full amount received or credited to his/her benefit while on sabbatical leave.

7.3 *Retirement.* Present coverage by the New York State Teachers Retirement System, the New York State Employees Retirement System, and the Teachers Insurance and Annuity Association of America and its affiliate the College Retirement Equities Fund, which are presently in full force and effect, shall be continued.

7.4 *Health/Dental Insurance.*

(a) The College will provide dental insurance coverage under the Onondaga County Dental Benefit Program, (Type M Basic plus 100% prosthetic) at no cost to full-time faculty members who submit the requisite enrollment card. The College will contribute fifty percent (50%) of the premium cost of dependency coverage under said plan for those employees electing to obtain such coverage.

(b) Individual and dependency health insurance coverage shall be provided under the Onondaga County Health Benefits Program at no cost for faculty and their dependents.

(c) Benefits as specified in paragraph (e) below shall not be diminished during the life of the contract.

(d) Any information obtained by the administrators of the Onondaga County Health Benefits Program shall not be used or transmitted for any purpose not specifically related to the adjustment of claims.

(e) Health Insurance benefits shall be as spelled out in the Onondaga County Health Benefit Program Booklet, August 8, 1977 with Addendum #1 (8/31/77, p.6, 19), Addendum #2 (8/8/79, pp. 3, 19, 20, and 24), and the modifications detailed below:

(i) p. 16, Major Medical Benefits, paragraph 2, "... up to a maximum of $100,000 during a calendar year with $1,000,000 during a lifetime, for each covered member."

(ii) p. 18, Major Medical Benefits, 6 B. There will be no deductible for drugs and medicines requiring a physician's prescription and dispensed by a licensed pharmacist. When such drugs and medicines are purchased at specified pharmacies, the covered employee and his/her dependents will pay 20% of the cost and the remaining 80% will be billed to the Onondaga County Health Benefits Program.

(iii) Effective September 1, 1987, home health care coverage shall be provided for up to 40 visits per calendar year when ordered by a physician in lieu of or following a hospital stay. Coverage includes part-time nursing care, home health aide services, physical, occupational, or speech therapy. A visit shall be limited to 4 hours.

(iv) Effective September 1, 1987, the Program shall cover up to $150 for ambulance service provided by a professional ambulance service that bills for its services when such service is ordered by a physician, qualified emergency medical technician or law enforcement officer, limited to treatment of emergency illness or accidental injuries. Such coverage shall be limited to service either to or from the hospital, but not both.

(v) Effective September 1, 1987, the Program shall provide the same maternity coverage for unmarried dependent daughters up to age 19 as it currently provides for the enrolled employee or spouse provided that pregnancy commenced while covered under the Program.

(vi) Effective September 1, 1987, the Program shall cover alcohol and substance abuse treatment when conducted by a facility approved by the program, limited to 4 weeks in any one period of confinement and 6 weeks in a calendar year on an in-patient basis, and up to 20 visits per calendar year on an out-patient basis.

(vii) Effective September 1, 1987, the Program shall provide coverage for psychiatric services rendered on an out-patient basis by a medical doctor, a specialist holding a qualified Ph.D. or qualified, certified social worker as determined by the New York State Board of Social Work, of 80% of the cost of each visit limited to $60 per visit and not to exceed $2,000 in benefits during a calendar year or $4,000 in benefits lifetime.

(viii) Effective September 1, 1987, the Program shall include the following clause pertaining to medical necessity for hospitalization:

Hospital benefits for covered medical services described in this Program are available when ordered by your attending physician and are reasonable and necessary for the treatment of your condition or for tests which cannot be performed on an out-patient basis. In-patient admissions principally for diagnosis, diagnostic study, medical observation or custodial care are not covered unless medically necessary. When an option is given for treatment on an in-patient or out-patient basis, you must take the out-patient option.

(ix) Effective September 1, 1987, the Program shall include the following clause pertaining to second surgical opinion:

Before undergoing surgery for any of the following procedures, you must obtain a second surgical opinion:

Bunionectomy (to correct a deformed toe)
Cataract removal or excision
Cholecystectomy (removal of gall bladder)
Coronary Artery Bypass
Hemorrhoidectomy
Herniorrhaphy
Knee Surgery
Spinal and Vertebral Surgery
Varicose vein stripping and ligation
Prostatectomy
Submucous resection (nose surgery for functional improvement)
Tonsillectomy

In a rare situation your surgeon may determine that an emergency exists requiring immediate surgery for one of these procedures. In these cases, the requirement for a second opinion will be waived upon receipt of appropriate documentation.

The second opinion must be given by a qualified board-certified specialist who does not perform the surgery. The second opinion, along with any related diagnostic tests or consultations will be covered in full up to the usual, customary and reasonable fee. If you need help in obtaining a second opinion, the Program administrator can provide referral information.

Even if the second opinion recommends against surgery, a patient is not obligated to accept that opinion. If the patient proceeds with the surgery, benefits will be provided for the surgery. However, if the patient does not obtain a second opinion for the above surgical procedures, benefits will be reduced by 50% of the usual, customary and reasonable charge for that service.

In the event that the first and second opinions conflict and cannot be resolved, a third opinion may be obtained at the option of the employee. The third opinion, along with any related diagnostic tests will be covered in full up to the usual, customary and reasonable fee.

(x) Effective September 1, 1987, newborn care covered by the Program shall include up to $75 maximum payment for physician service only for in-hospital/initial visits.

(xi) Effective September 1, 1987 and through the duration of this agreement, the following deductibles shall apply: $75 per year for individual coverage; $225 per year for family coverage.

(xii) Effective September 1, 1987 employees and/or their dependents shall be eligible to enroll in the County Health Benefit Program if they produce evidence of termination of coverage from their spouse's plan or an individual plan of group insurance. Coverage will begin effective the date of termination.

(xiii) Effective September 1, 1987 the College will provide the Preferred Provider Organization Plan to full-time faculty members.

(f) Pre-Paid Health Plan: The College shall pay the cost of the basic Prepaid Health Plan or contribute toward such plan the amount equivalent to the premium cost of the New York State Statewide Plan as fixed on September 1, 1984, whichever is less, on behalf of those employees who elect to enroll in a duly authorized, Prepaid Health Plan (PHP) or Health Maintenance Organization (HMO).

(g) The County reserves the right to self insure, alter insurance plans or change insurance carriers, provided that any changed plan shall be substantially the same or provide improved coverage and benefits.

7.5 *Educational Benefits.*

(a) Tuition waivers shall be requested for any employee taking any courses at State University of New York member colleges consistent with the State University of New York policy.

(b) Faculty members, their spouse and children shall be allowed to take courses at the College for credit or audit, without tuition cost, on a space available basis.

7.6 *Professional Benefits.*

(a) The College shall reimburse expenditures for travel and necessary expenses, consistent with County policy, made by faculty members whose attendance at professional meetings and conferences has been approved in advance by the President or his/her designee.

(b) The College shall provide faculty the opportunity to use College vehicles for travel approved by the President within the State of New York.

7.7 *Leaves With Pay.*

(a) Sick leave credits shall be earned by full-time employees at the rate of one day for each month of service during the academic year (e.g., nine months service equals nine sick days per year).

(b) Sick leave credits shall be earned each month that an employee has been on full pay status for at least 50% of the working days in the calendar month, excluding days during which accumulated sick leave is being used by the employee.

(c) Unused sick leave credit shall accumulate to, but not exceed, 165 days.

(d) The Department Chairperson shall be responsible for forwarding on a monthly basis a written report to the President or designee regarding each employee's attendance, his/her sick leave use and accumulation.

(e) *Extended Sick Leave.* Employees with five or more years of satisfactory service may in the case of verified serious and protracted illness receive additional sick leave with full pay after all other credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be up to one calendar month for those having five years and up to ten years employment; two calendar months for the ten to fifteen year employee and the maximum of three calendar months for the fifteen or more year employee. Employees may be given consideration for extended sick leave with full pay only once during their tenure. If granted by the President, the employee's entitlement shall be determined by his/her years of service at the time of application and unused days, if any, shall remain available to the employee for further discretionary utilization. Calculation of remaining extended sick leave credits will be based upon the number of calendar days in the month(s) originally requested. The employee will not be eligible for additional entitlement in the future.

(f) *Jury Duty.* If during the academic year and upon proof of the necessity of jury service or attendance in court, pursuant to subpoena or other court order not as a party to litigation involved, employees covered by this agreement shall be granted a leave of absence with pay for such purpose. Employees shall not be compensated additionally for jury duty while on the regular Payroll.

7.8 *Early Retirement Option.*

(a) *Eligibility.* All full-time members of the bargaining unit who have at least 10 years of continuous full-time service with the College and are eligible to retire under the terms and conditions of one of the retirement plans set forth in Section 7.3 of the collective bargaining agreement shall be eligible to apply for the early retirement option. Eligibility shall be precluded by the acceptance of any other early retirement incentive offered by Onondaga County or the College.

(b) *Application.* Eligible members shall make written applications to the President of the College via registered mail, return receipt requested, on or before September 30 for early retirement at the end of the Spring Semester. For the 1986-87 academic year applications for retirement at the end of the Spring 1987 semester will be accepted until 30 days subsequent to the adoption of this agreement.

(c) *Approval.* Applications for the early retirement option shall be approved by the President and the Board of Trustees up to a maximum of 10% of the full-time faculty within any one department, except that in departments containing less than 10 full-time faculty members the maximum shall be not less than one person. In no event shall the number of applications approved exceed 5% of the entire full-time faculty. For purposes of determining those applications to be approved within the percentage limitations, the President and the Board of Trustees shall base their selection on order of receipt of application.

Upon approval of an application, the faculty member shall submit an irrevocable letter of resignation for the purposes of retirement to the President of the College.

A faculty member who accepts this early retirement option shall be precluded from also receiving any other early retirement incentive offered by Onondaga County or the College.

(d) *Payment.* Eligible members who are approved and authorized for the early retirement option pursuant to the conditions enumerated herein shall be paid a sum equal to 50% of the member's base annual salary.

The above sum shall be payable in a lump sum or in equal installments up to a maximum of 12, as mutually agreed upon by the President and the eligible member, subsequent to the effective date of the early retirement.

(e) *Limitation of Review.* The grievance and arbitration procedure of the collective bargaining agreement shall not be applicable to this subsection except with respect to order of receipt of applications and amount of payment.

ARTICLE VIII
Personnel Policies for Part-Time Faculty

8.1 *Retirement.* Present coverage by the New York State Teachers Retirement System and the New York State Employees Retirement System, which are presently in full force and effect, shall be continued.

8.2 *Leaves Without Pay.* Subject to the written approval of the President, leaves of up to one (1) academic year without pay and extensions thereof may be granted upon written request to those persons who wish (1) to continue their education; (2) to advance their professional growth through such methods as industrial experience, research, consulting, travel, etc.; (3) to take such leaves for personal reasons. Request for such leave shall document the purposes thereof. If the leave request be for personal reasons, the documentation shall be deemed confidential.

8.3 *Health/Dental Insurance.* All benefit plans provided to full-time faculty under Section 7.4 are extended to part-time faculty under the same conditions as to full-time faculty.

8.4 *Leaves With Pay.*

(a) Sick leave credits shall be earned by part-time employees at the rate of one part-time equivalent day for each month of service during the academic year (e.g., nine months service equals nine sick days per year).

(b) Sick leave credits shall be earned each month that an employee has been on full pay status for at least 50% of the working days in the calendar month, excluding days during which accumulated sick leave is being used by the employee.

(c) Unused sick leave credit shall accumulate to, but not exceed, 165 part-time equivalent days.

(d) The Department Chairperson shall be responsible for forwarding on a monthly basis a written report to the President or designee regarding each employee's attendance, his/her sick leave use and accumulation.

(e) Extended Sick Leave. Employees with five or more years of satisfactory service may in the case of verified serious and protracted illness receive additional sick leave with full pay after all other credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be up to one calendar month for those having five years and up to ten years employment; two calendar months for the ten to fifteen year employee and the maximum of three calendar months for the fifteen or more year employee. Employees may be given consideration for extended sick leave with full pay only once during their tenure. If granted by the President, the employee's entitlement shall be determined by his/her years of service at the time of application and unused days, if any, shall remain available to the employee for further discretionary utilization. Calculation of remaining extended sick leave credits will be based upon the number of calendar days in the month(s) originally requested. The employee will not be eligible for additional entitlement in the future.

(f) Jury Duty. If during the academic year and upon proof of the necessity of jury service or attendance in court, pursuant to subpoena or other court order not as a party to litigation involved, employees covered by this agreement shall be granted a leave of absence with pay for such purpose. Employees shall not be compensated additionally for jury duty while on the regular payroll.

8.5 *Evaluation.*

All part-time faculty will receive a complete evaluation per the full-time faculty procedures contained in Schedule B during the '86-'87 academic year prior to receiving just cause protection. Any part-time faculty not recommended for re-appointment will automatically receive an additional one year re-evaluation period.

8.6 *Dismissal.*

Part-time faculty may be dismissed only for just cause. In the case of retrenchment, the College will give part-time faculty members affected preliminary written notice thereof on or before January 15th, (October 1st in cases of program curtailment), and final notice by Registered or Certified Mail as soon as possible, but not later than March 15th with copy of such notice to the Federation. Affected part-time faculty within a given department, discipline or subdiscipline shall be terminated in the inverse order of their appointment relative to other part-time faculty.

ARTICLE IX
Personnel Policies For Adjunct Faculty

9.1 *Retirement.* Present coverage by the New York State Teachers Retirement System, and the New York State Employees Retirement System, which are presently in full force and effect, shall be continued.

9.2 *Health/Dental Insurance.*

The College will permit adjunct faculty to purchase health and dental insurance benefits as provided under the Onondaga County Health and Dental Benefit Programs to full-time faculty under Section 7.4 at the faculty member's own expense at the premium equivalent rate as determined by the College provided:

(a) The adjunct is enrolled in such coverage as of September 30, 1986, or

(b) The adjunct has completed his/her probationary period.

Once enrolled an adjunct's coverage will continue as long as the adjunct is employed by the College for at least one course during an academic year.

ARTICLE X
Salaries for Full-Time and Part-Time Faculty

10.1 *Pay Period*

All personnel covered by this agreement shall be paid weekly or bi-weekly. Faculty shall be compensated only for days of instruction or attendance when otherwise required and days of paid leave of absence as provided herein. Attendance accountability shall be certified by the Department Chairperson on a bi-monthly basis.

10.2 *Salary Ranges.*

(a) The following salary ranges shall be in effect for each respective rank for the 1986-87 academic year:

Instructor's Assistant $15,973 - highest base annual salary within rank

Instructor $19,400 - highest base annual salary within rank

Assistant Professor $22,828 - highest base annual salary within rank

Associate Professor $26,255 - highest base annual salary within rank

Professor $29,682 - highest base annual salary within rank

(b) Any full-time or part-time faculty member whose 1985-86 base annual salary is below the minimum of the appropriate range specified above shall have his/her base annual salary adjusted to that minimum effective September 1, 1986. Effective 1987-88 and 1988-89 academic years the preceding ranges shall be increased by the amount of general increase for the 1987-1988 and 1988-89 academic years.

(c) Employees present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or title. There are no specific steps.

(d) In the event that application of adjustments and/or salary increases result in salary determination in excess of the stated range for the rank or title of one or more employees, such employee(s) shall nevertheless receive salary to the full extent of the increase, applicable to their situation, and as to such instances the foregoing ranges shall be determined to be amended upward accordingly.

(e) Part-time faculty shall receive a salary within the appropriate range prorated on the basis of the hours worked.

10.3 *Salary Adjustments.*

(a) 1986-87 base annual salary: Effective September 1, 1986, the 1986-1987 base annual salary of each full-time and part-time unit member on payroll as of September 1, 1986 and through date of adoption shall be increased by 4%.

(b) 1987-88 base annual salary: Effective September 1, 1987, the base annual salary of each full-time and part-time unit member shall be increased by 4.75%.

(c) 1988-89 base annual salary: Effective September 1, 1988, the base annual salary of each full-time and part-time unit member shall be increased by 4.75%.

10.4 *Overload Compensation.*

(a) *Instructional Overload Compensation.* A faculty member who teaches in excess of 30 net contact hours per academic year, 18 net contact hours per semester or during the summer session shall be paid additional compensation at the overload rate of $475 effective September 1, 1986; $500 effective September 1, 1987 and $515 effective September 1, 1988 per contact hour. A faculty member may teach a maximum of one overload course per semester; two overload courses per year. However, this restriction may be waived by the President and/or designee.

(b) *Non-Instructional Overload Compensation.* A faculty member who is requested to and with the approval of the President and/or designee who does become employed beyond the academic year shall be compensated for such service on a per diem (1/200) basis.

10.5 *Promotion.* Upon promotion from rank to rank, a promoted faculty member's annual salary shall be adjusted to the minimum of the range to which promoted or increased in the manner following, whichever be the greater: Three Hundred Dollars ($300) in instances of promotion from Instructor's Assistant to Instructor; Four Hundred Dollars ($400) in instances of promotion from Instructor to Assistant Professor; Five Hundred Dollars ($500) in instances of promotion from Assistant Professor to Associate Professor; and Six Hundred Dollars ($600) in instances of promotion from Associate Professor to Professor.

10.6 *Longevity.* The College shall pay all full-time bargaining unit employees who have completed 10, 15, 20 and 25 years, and every additional five (5) year period thereafter of full-time service with the College a premium of $125.00 in equal installments commencing on the anniversary date on which the employee first becomes eligible for the longevity premium. Any employee hired on or after the fall semester of 1984 shall not be eligible for such longevity premium.

10.7 *Equity Adjustment.*

(a) There shall be an equitable adjustment of salaries of full-time and part-time faculty members of 1% effective September 1, 1987 and September 1, 1988 as follows:

(i) An equity unit shall be the sum of $100.00 or less by which a returning full-time or part-time faculty member's base salary for the preceding year was below the average base salary of all full-time and part-time faculty members of the same rank for the same year.

(ii) The number of units so determined shall be multiplied by the number of years of continuous service at the College and thereafter divided by the number representing the average years of continuous service in present rank.

(iii) The number of such units for all faculty members in all ranks shall be divided into a sum equal to one percent (1%) of the total base salaries paid during the preceding year to all full-time and part-time faculty members. The unit value so determined shall be multiplied by the number of each faculty member's units computed pursuant to subdivision (ii).

(b) Equity adjustments shall be determined by factors existing on June 1 preceding entitlement.

(c) For the purposes of this section only, approved leaves of absence shall not constitute a break in continuous service.

ARTICLE XI
Salaries for Adjunct Faculty

11.1 *Pay Period.*

All personnel covered by this agreement shall be paid weekly or bi-weekly. Faculty shall be compensated only for days of instruction or attendance when otherwise required and days of paid leave of absence as provided herein. Attendance accountability shall be certified by the Department Chairperson on a bi-monthly basis.

11.2 *Compensation.*

(a) The following rates shall apply for adjunct faculty:

September 1, 1986 $475 per credit hour

September 1, 1987 $500 per credit hour

September 1, 1988 $515 per credit hour

(b) Tutors, Adjunct Faculty in Dental Hygiene, Respiratory Therapy and Surgical Technology currently paid at an hourly rate will continue to be paid at such rate during the duration of the agreement but such rates will be subject to renegotiation in any future agreement.

(c) Salary rates for Tutors and Clinical Instructors in Dental Hygiene, Respiratory Therapy, and Surgical Technology shall increase for 1986-87, 1987-88 and 1988-89 by the percentage increase to base annual salary specified in Section 10.3 of Article X.

ARTICLE XII
Rank and Qualification for Full-Time and Part-Time Faculty

12.1 *Rank.*

(a) There shall be four (4) academic ranks: Instructor, Assistant Professor, Associate Professor and Professor.

(b) Appropriate rank equivalents shall be assigned to Counselors, Librarians and Audio-Visual Coordinators based upon qualifications.

(c) Instructor's Assistants shall not receive rank or rank equivalents, but shall be considered according to specialty license, experience and/or meritorious achievement.

(d) Rank promotions shall be at the sole discretion of the Board upon recommendation of the President. In making his/her recommendation, the President will consider the results of the review process set forth in Schedule B annexed.

(e) In no event shall denial of discretionary promotion be subject to the Grievance Procedure provided herein except when procedures have been deficient.

ARTICLE XIII
Appointments/Reappointments/Tenure
Full-Time and Part-Time Faculty

13.1 *Appointments.* Appointments to positions covered by this agreement shall be at the discretion of the Board upon the recommendation of the President. In making his/her recommendation to the Board, the President shall consider the recommendation(s) of the department in which the appointment is to be made.

13.2 *Temporary Appointments*

(a) *Types:*

(1) *Leave Replacements.* Where the College authorizes a member of the bargaining unit to be absent by reason of a paid leave of absence, unpaid leave of absence, or alternate assignment the College may appoint either a temporary leave replacement or adjunct faculty member(s) to carry out the workload of the absent faculty member for the duration of the leave.

(2) *Temporary Appointments.* Where a full time position represented by the bargaining unit becomes vacant due to sudden, unexpected or unforeseen separation of the incumbent from College service for such emergency situations as, but not limited to illness, death, resignation, or retirement, the College may appoint a person on a temporary basis to carry out the workload of the separated faculty member. The duration of this temporary assignment shall be no longer than the remainder of the academic year where the appointment is made prior to February 15th or the succeeding academic year where the appointment is made after February 15th.

(b) *Status and Rights.* Temporary appointees are bargaining unit members whose terms and conditions of employment are those specified in this agreement, excluding Article XIII (save 13.2 and 13.3f) and excluding

section 5(b) (8) and sections 6 and 7 of Schedule B. Temporary appointees have no contractual right to employment beyond the term specified in their appointments.

(c) *Appointments.* Paragraphs (a) and (b) shall not limit the right to the College to appoint adjunct faculty member(s) to carry out workload on a temporary basis. The terms and conditions of adjunct faculty are those specified in this agreement for adjunct faculty.

13.3 *Probationary Appointments.*

(a) All initial full-time appointments shall be for a period of one academic year. Appointments beginning with the Spring semester shall be treated as though begun in the following Fall. All appointments shall be subject to yearly renewal for up to four (4) years pending satisfactory performance.

(b) The granting of the fifth appointment constitutes the award of tenure.

(c) Written notice of non-renewal of the first probationary appointment must be given on or before March 15th preceding the effective date of the notice (May 15th for first year faculty employed mid-year). Written notice of non-renewal of the second and third probationary appointment must be given on or before December 15th preceding the effective date of notice. Notice of denial of tenure must be given on or before December 15th of the fourth year of service. A faculty member denied tenure shall be granted one terminal year of employment covering the next academic year.

(d) No reason need be given by the College for non-renewal of a probationary appointment at the expiration of the first or second year of service. Unless the faculty member shall notify the College, in writing to the contrary, written reasons shall be supplied within ten (10) working days of the notification of non-renewal in the event of termination of a probationary appointment at the expiration of the third or fourth year of service.

(e) The non-renewal of a probationary appointment shall not be subject to the grievance procedure herein with the exception only of non-renewal at the end of the fourth probationary year and in such instance grievance may be initiated by the affected faculty member at stage II of the grievance procedure.

(f) Full-time teaching by temporary leave replacements employed subsequent to September 1978 may be used for credit toward tenure to the extent that such service exceeds one (1) academic year and provided that such service is continuous, is in the same department and leads to full-time appointment.

(g) If employment is terminated before completion of the probationary period, prior service shall not be credited toward completion of probationary service upon the return of the faculty member to full-time employment. Approved leaves without pay shall not be considered as a termination of employment nor credited toward completion of the probationary period.

(h) Dismissal (termination other than non-renewal) of a faculty member during the probationary period shall be for just cause and upon thirty (30) days' written notice or pay in lieu thereof.

13.4 *Termination of Tenure of Full-Time Faculty*

(a) Until retirement of a faculty member, an appointment with tenure is terminable by the College only for adequate cause which includes only: (a) moral turpitude, (b) failure to maintain high standards of teaching, or (c) retrenchment.

(b) *Retrenchment Definition & Procedure:*

(1) Retrenchment shall be defined as a reduction in staff.

(2) Upon determination by the College of the need to retrench bargaining unit employees, the College will give those faculty members thus affected preliminary written notice thereof on or before January 15th, (October 1st in cases of program curtailment), and final notice by Registered or Certified Mail as soon as possible, but not later than March 15th, with copy of such notice to the Federation.

(3) Affected faculty within a given department, discipline or subdiscipline shall be terminated in the inverse order of their appointment.

(4) In the event a vacancy exists in other academic areas at the time of retrenchment, tenured faculty members, affected by retrenchment, qualified in such other academic areas, shall be given priority consideration for employment in such areas. The effective seniority date, for individuals reassigned following retrenchment, shall be the date of initial assignment to the new discipline or job title.

(5) Retrenched tenured faculty members shall for a period of two (2) years have a right to be reinstated/recalled in inverse order of his/her retrenchment to a vacancy for which he/she is qualified. During this period, a retrenched tenured faculty member's position will not be filled by a replacement unless the retrenched faculty member has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice to qualified retrenched employees. Such notice shall be by Registered or Certified Mail addressed to the last address filed in the Office of the President by the employees. If an employee fails to notify the Office of the President, in writing, within two (2) weeks of receipt of notice of reinstatement/recall indicating acceptance thereof (or within four (4) weeks of mailing thereof) the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.

(6) Upon written request, retrenched, tenured faculty members shall be placed on unpaid leave of absence for the first year of the aforesaid two-year period.

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(7) Grievances involving terminations for reasons of retrenchment shall be initiated at Step I.

(c) *Dismissal Procedure.*

(1) Termination of a tenured faculty member for reasons other than retrenchment shall be subject to the grievance procedure provided herein, and may be initiated at Step II of the Grievance Procedure.

(2) In the processing of a grievance for dismissal of a tenured faculty member, the burden of proof shall be upon the College. At least five (5) days before the hearing at Step II, the College shall present reasonably detailed and formally written charges to the aggrieved party and the Federation.

ARTICLE XIV
Miscellaneous

14.1 *Personnel Files.* Individual personnel files shall be deemed confidential insofar as such practice is consistent with any applicable laws, rules and regulations. A faculty member shall have the right to review his/her own personnel file at any reasonable time upon written request made to the President and have copies made of any and all material in said file. Said review shall take place in the Office of the President, or in any alternative location designated by the President, during the normal business hours of the College. An advisor of the faculty member's own choosing may accompany the faculty member.

14.2 *Secretarial Assistance.* The College shall strive to provide at least one (1) secretary for each department of average size.

14.3 *Federation President.* Effective with the 1984/85 academic year, the President of the Federation shall receive a reduced teaching load of three (3) contact hours per semester.

14.4 *Contract Distribution.* The College and Federation shall share the cost of producing and distributing copies of this agreement.

14.5 *Right of Representation.* When a faculty member is brought before the President or Board of Trustees and disciplinary action is contemplated, he/she shall have the right to have a Federation representative present. The Federation shall be notified at least 48 hours in advance of any such hearing.

14.6 *Subcontracting.* No bargaining unit member shall suffer loss of employment due to subcontracting of bargaining unit work.

ARTICLE XV
Adjunct Faculty Assignment Procedure

15.1 *Course Assignment.* The College shall assign available course sections to Adjunct Faculty after full-time and part-time faculty have attained their full loads and overload to the extent granted by the College or where otherwise needed. The College shall determine the scheduling of course sections taught by Adjunct Faculty.

15.2 *Assignment Rosters.* The College shall place Adjunct Faculty on assignment rosters by academic department according to discipline, or where applicable, subdiscipline. The total of semesters of service and number of credit hours taught since 1979 within a discipline, or where applicable, subdiscipline shall determine an adjunct faculty member's position on the assignment roster of a discipline, or where applicable, subdiscipline of an academic department. Semesters of service and credit hours used for placement on one assignment roster may not be used for placement on any other roster. The relative standing on one assignment roster does not affect the relative standing on another assignment roster. Where seniority is tied, roster placement will be determined by alphabetical order of last name at time of hire.

15.3 *Updating.* The assignment roster shall be updated annually prior to assignments being made for the Fall Semester. Bargaining unit members have until September 15 to protest placement on list. Failure to protest within the time period will invalidate any claim to adjustment for that year. Remedies for any incorrect placement on list will be made the following semester.

15.4 *Assignment of Available Work.* An assignment may include a course or a course and associated laboratory or a laboratory not associated with a course. Available assignments will be made each semester and summer session on the basis of the adjunct faculty member's relative standing on the assignment roster on a priority basis with a maximum load of three (3) assignments totalling not more than 11.9 semester credit hours. To the extent work is available, each person on the roster shall be canvassed for assignment. Once assignments have been made from the assignment roster, any remaining work may be offered to persons not on the roster or to persons on the roster without regard to their relative standing. The maximum total teaching load for adjunct faculty is 11.9 semester credit hours regardless of numbers of locations and departments. In no event will adjunct faculty be compensated for a teaching load of twelve (12) hours or more.

15.5 *Exceptions.* Notwithstanding the assignment roster system, available course sections may be assigned to persons not on the assignment roster or to persons on the assignment roster without regard to relative standing with notification to Federation President.

(a) If an adjunct faculty member withdraws from an assignment one (1) week or less before the start of an assignment, or

(b) in the event that reasonable efforts are made to contact adjunct faculty from the appropriate assignment roster and none are available or reachable, or

(c) under other emergency circumstances.

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15.6 *Removal From Assignment Roster.* A probationary adjunct may be removed from the assignment roster at any time by the College.

Any adjunct who has completed his/her probationary period (i.e., eight (8) semesters) may only be removed from an assignment roster for just cause.

An adjunct faculty member who has declined all offered assignment(s) in a department, or where applicable, a discipline or subdiscipline, for three (3) consecutive occasions shall be removed from the assignment roster from which the assignments were offered. Any subsequent employment within the department shall be without prior service credit. In addition to declining an assignment as stated in this paragraph, failure to respond to notice of an assignment or inability on the part of the College to locate an adjunct faculty member for purposes of an assignment shall be considered as a declination.

15.7 *Course Cancellation and Fees.* The College may cancel a course any time prior to the first class meeting with no cost to the College. In such event, the adjunct who had been assigned will move to the top of the assignment roster from which he/she had been appointed for the next available course assignment. If the College cancels a course after the first or second class hour, the Adjunct will be paid 10% of what he/she would have received if the entire course was taught. If the College cancels a course after the third or fourth class hour, the Adjunct will be paid 20% of the money receivable for the entire course. If the College cancels a course after the fifth class hour, the Adjunct will be paid 30% of the money receivable for the entire course. In no event will an adjunct receive anything less than his/her pro-rated pay for all classes taught.

ARTICLE XVI
Adjunct Faculty Evaluation

16.1 *Evaluation.* Adjunct faculty members shall be evaluated at least one (1) time each semester during probation on the basis of a classroom observation, student evaluation and department recommendation.

16.2 *Limitation of Review.* The parties agree that the adjunct faculty evaluation process described herein shall not be grievable except as to compliance with procedural requirements. The power of an arbitrator to fashion a remedy shall be limited to the award of one (1) additional semester for evaluation, but in no event shall such award result in successful completion of the probationary period.

16.3 *Procedures.* The procedures for adjunct faculty evaluation are as follows:

(a) The College shall provide adjunct faculty members with a calendar of events including dates of completion for each element of the evaluation procedure. Prior to evaluation the adjunct faculty member shall be advised of the forms and procedures to be used in evaluation.

(b) The College shall appoint a faculty observer from among the full-time faculty within the adjunct's department no later than the end of the fourth

week of classes. Appointments shall be voluntary except in the event that there are insufficient volunteers, the appointments shall be made by the College.

(c) The faculty observer shall conduct at least one (1) classroom observation of the adjunct faculty member by the end of the eleventh week of classes. Classroom observation shall be performed in accordance with forms and procedures used for classroom observations of full-time, non-tenured faculty.

(d) The College shall conduct at least one (1) student evaluation of the adjunct faculty member by the end of the ninth week of classes. The College shall provide results of the student evaluation to the adjunct faculty member and faculty observer. The parties shall mutually agree upon the forms for student evaluation except that the College shall select the form to be used if the parties cannot agree by October 1, 1986. Student evaluation will be one (1) element of the adjunct faculty evaluation process and will not be the sole criterion for determining reappointment or non-reappointment.

(e) The faculty observer will complete the classroom observation form and provide a copy to the adjunct faculty member. The faculty observer shall also forward the completed classroom observation form and the results of the student evaluation to the Department Chairperson.

(f) The Department Chairperson shall prepare a written evaluation report for the President or designee based upon the faculty observer's classroom observation form, the student evaluation and departmental recommendation, if any. The report may propose for consideration that the adjunct faculty member be reappointed for another semester or not reappointed for another semester. The report may also propose reappointment with a plan to improve instruction.

(g) The evaluation report of the Department Chairperson shall be made available to the adjunct faculty member by the end of the fourteenth week of classes. The member may respond in writing or appeal all or part of the evaluation report by serving written notice thereof upon the President or designee. Service must occur not later than one week from the date of receipt of the evaluation report by the member. The President or designee shall hold a hearing and call for such evidence as may be relevant to the appeal. The determination of the President or his designee to accept, modify or reject the report shall be final and binding.

(h) The final evaluation report, which includes the classroom observation form, student evaluation and department recommendation, if any, shall be reviewed by the President or designee who shall then determine whether to reappoint or not reappoint the adjunct faculty member. The President or designee shall provide written notice of his determination to the member and the Department Chairperson prior to the start of the next succeeding semester or session.

16.4 *Post-Probationary Evaluation.*

After successful completion of probation, adjunct faculty members will be evaluated on an as needed basis. The President or designee shall determine such need and will consider input from the adjunct's department. The procedures for the evaluation shall be consistent with the procedures established for probationary adjunct faculty evaluations.

Those adjuncts having completed 8 or more semesters prior to July 1, 1986 will receive a complete evaluation conducted during the 1986-87 academic year prior to receiving post-probationary status. Anyone not recommended for reappointment either upon evaluation or failure to be evaluated will automatically receive an additional one-semester evaluation period.

ARTICLE XVII
Grievance Procedure

The Grievance Procedure shall be as set forth in Schedule A hereto annexed and incorporated herein by this reference. Such procedure shall be applicable except as otherwise restricted by this Agreement.

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ARTICLE XVIII
Term, Amendment and Modification

This Agreement shall be effective September 1, 1986 and remain in effect until August 31, 1989.

FOR THE ONONDAGA COMMUNITY COLLEGE FEDERATION OF TEACHERS AFT, LOCAL 1845

FOR ONONDAGA COMMUNITY COLLEGE

_____ _____

_____ _____

_____ _____

Dated this_____day of_____, 1987.

Approved as to form:

_____

COUNTY ATTORNEY

SCHEDULE A
Grievance Procedure

1. *Definition, Miscellaneous Provisions and Statute of Limitations*

   (a) The term "Grievance" shall mean a complaint by any person covered by this agreement or by the Federation (hereinafter grievant) regarding an alleged "Violation", "Misinterpretation", or "Inequitable Application" of any term or provision of this agreement.

   (b) The contract shall not provide for the handling of alleged grievances which occurred prior to the execution hereof, unless, at said time, said grievances are presently in process; nor shall it prejudice in any way any of the other rights which said faculty member or members have at their disposal.

   (c) Every employee or group of employees covered by this agreement shall have the right to present grievances in accordance with the appropriate procedures as outlined herein.

   (d) Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all stages thereof by any representative of his/her own choice, except that if the Federation is not chosen as the representative of the grievant, it shall have the right to have a representative present at each stage of the grievance procedure, which representative may participate to the extent of presenting the position of the Federation.

   (e) In any instance where the Federation is not represented in the grievance procedure, each administrator or hearing officer rendering a decision will notify the Federation in writing of the decision and/or resolution of the grievance at each level. The Federation may appeal any grievance which seems to violate any term of the contract or affects working conditions of the employees in the bargaining unit as set forth herein.

   (f) The failure of an administrator or hearing officer at any level to communicate a decision to the grievant and the Federation within the proper limits shall permit the grievance to proceed to the next stage of the grievance procedure.

   (g) Failure of a grievant or the Federation to appeal a grievance to the next higher stage within the proper time limit shall constitute a withdrawal and shall bar further action of the grievance.

   (h) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled so as to avoid interference with class schedules. When such hearings and conferences are held during class hours or working hours, all employees whose presence is required, shall be excused for that purpose without loss of payment from the College.

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(i) Grievances must be initiated in writing within twenty-five (25) working days of the occurrence of the event giving rise thereto or of the date when the grievant or the Federation knew or should have had knowledge thereof.

(j) Working days for the purposes hereof shall be days on which the College is open excluding the period between commencement and the first day of registration of the Fall semester.

2. *Grievance Procedures*

(a) All grievances shall be presented and adjusted in the following manner:

(1) The parties are in accord that grievances should, if possible, be discussed first between the grievant and the administration on an informal basis in an attempt in good faith to resolve the differences without invoking the steps as hereinafter set forth.

(2) *Step I.* The grievant shall present his/her grievance in writing to the immediate supervisory administrator who shall have the authority to render a decision disposing of the grievance. The grievance shall be in writing and shall set forth specifically the nature of the grievance; the facts relating thereto. The administrator shall communicate in writing his/her decision to the grievant and representative before the end of the sixth working day after the grievance has been presented.

(3) *Step II.* If the grievance has not been resolved at Step I, the grievant may appeal the decision to the President of the College within ten (10) working days after receiving the First Step disposition. Dismissal grievances (grievances from tenured faculty members who allege that their dismissal violates the provisions of this contract or violates their academic freedom) may be initiated at this Step II. The appeal shall be in writing and shall be accompanied by a copy of the grievance. The President and his/her designees shall set a hearing date within twenty (20) working days of receipt of the grievance and the grievant and representative at Step I shall be notified of such hearing date at least two (2) working days in advance thereof. At the Step II hearing, the grievant and representative may appear and present oral and written statements or arguments, either directly or through witnesses. The President shall communicate his/her decision in writing, together with the supporting reasons to the grievant and representative within ten (10) working days after completion of the hearing.

(4) *Step III.* If a grievance has not been resolved at the conclusion of Step II, it may be appealed to arbitration pursuant to a written notice filed with the Public Employment Relations Board (PERB) or the American Arbitration Association within ten (10) working days after receipt by the grievant and representative of the decision rendered by the President. The arbitrator shall be selected by the parties pursuant to the procedures of PERB or the American Arbitration Association. The parties will thereupon be bound by the Voluntary Labor

Arbitration Rules and Procedures. The arbitrator's decision shall be in writing and shall set forth his/her Findings of Fact, his/her conclusions and order, which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or to modify the expressed provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by all of the parties.

SCHEDULE B
Evaluation Procedure

1. *Statement of Purpose.*

   (a) The evaluation procedures outlined below are intended to assist faculty members and departments in collecting and assessing information, and in making recommendations to the Reappointment/Tenure and Promotions Committees. The evaluation process is intended to assist departments in assessing the individual's teaching effectiveness, creativity, and initiative; responsibility in meeting College and department duties; contributions to departmental decision-making, planning, and implementation of policy and instruction; and contributions to the College beyond normal expectations. The provisions of this schedule (Schedule B, Evaluation Procedure) which relate directly or indirectly to the factor process of evaluation and all matters set forth herein pertaining thereto, including the content of the evaluation file referred to herein, shall be neither grievable or arbitrable, substantively or procedurally, at a level in the process preceding receipt by the Reappointment/Tenure Committee of individual files.

   (b) The core of the system includes evaluation by:
   (1) Self (the individual faculty applicant)
   (2) Peers (tenured colleagues)
   (3) Students (allowing for flexibility by discipline)

   (c) Optional components will include community, committee services, administration or relevant "other".

   (d) The evaluation process will originate with the individual faculty member, proceed through departments to an all-college committee, to the President of the College and finally to the Board of Trustees.

2. *Implementation.*

   (a) The system will be implemented in phases:

   (1) *Phase I* (first year) will include self-evaluation, peer evaluation and optional components. Since time must be allowed to develop skill in interpretation of computerized student evaluation readings, student evaluation will remain with the departments and will not be forwarded to the Reappointments/Tenure or Promotions Committee during Phase I.

   (2) *Phase II* (second year) same as Phase 1, but will include student evalution when the necessary hardware and software can be developed and analyzed. Student evaluation will not be incorporated until at least two semesters' trial run, with an in-service training program to assist the departments, Board of Trustees, Administration, Reappointment/Tenure and the Promotions Committee in the analysis.

3. *Evaluators.*

(a) Evaluations in this process for reappointment, promotion, and tenure will be the responsibility of the tenured members of the department as directed below. Where it is impossible for a department to comply with the directions, the chairperson will meet with the Reappointment/Tenure and Promotions Committees and arrange for alternate evaluators. These evaluators will, whenever possible, be selected from related disciplines or departments. Alternate evaluators shall vote with the tenured department members. In rare situations the Reappointment/Tenure Committee may agree to other evaluators. On all cases, alternate evaluators must be approved by the Reappointment/Tenure and Promotions Committees.

4. *Description of Forms*

(a) All forms must be in triplicate (original to the Reappointment/Tenure and Promotions Committees, one copy in department files, and one copy to the faculty member). The forms to be included in the individual file are as follows:

Required:

Recommendation Sheet
Faculty Professional Profile
Up-Dated Vita Sheet
Self-Assessment
Student Evaluation
Classroom Visit Appraisal

May be submitted with approval of tenured department members:

Community Evaluation
Administrative Evaluation
Miscellaneous.

May be submitted by faculty member:

Committee Appraisal

(1) *Recommendations Statement.* This is to be filled in by the chairperson after evaluation and signed by the candidate and chairperson.

(2) *Faculty Professional Profile.* This should be on file with the Reappointment/Tenure Committee or the Promotions Committee.

(3) *Updated Vita Sheet.* An updated vita sheet must be filed by each faculty member each year in the department. An updated vita sheet for each year must be included in evaluation files sent to the Reappointment/Tenure or the Promotions Committees.

(4) *Self-Assessment Forms.* The candidate being evaluated must respond to this form and must send copies to all tenured members of the department two weeks before a meeting of the tenured department members. At least one-third of the tenured members (not less than three) will be assigned by the chairperson, in consultation with the

candidate, to respond. These responders must be different each year. If this is not possible, the chairperson must consult with the Reappointment/Tenure or Promotions Committees for an alternate arrangement. All tenured members of departments may respond in writing if they choose.

(5) *Classroom Visit.* At least three visits must be made to the classroom by tenured members each year. The chairperson, in consultation with the candidate, will assign the visitors. Alternate arrangements must be made in consultation with the Reappointment/Tenure or Promotions Committees. Multiple observations of the same class period are not acceptable.

(6) *Student Evaluation.* All faculty members will participate in evaluation by students each year and will keep their own individual data. However, those being evaluated for reappointment/tenure or promotion will submit the student evaluation data to the tenured members of the department.

(7) *Community Evalution.* A faculty member may elect to include pertinent evaluation(s) by professionals (peers) outside the College in such instances where the role of the faculty member involves interaction with agencies which are directly committed to the curriculum involved. The evaluator must be acceptable to the tenured members of the department involved. The explicit nature of the evaluation and the instrument or format to be used must also be acceptable to the tenured department members. Community evaluation(s) may not be used to supplant department evaluations.

(8) *Administrative Evaluation.* The department and the faculty member may elect to include pertinent evaluation by administrators within the College in such instances where the role of the faculty member is directly involved with the Administration. The selection of the administrator and the explicit nature of the evaluation and the instrument or format to be used must be approved by the tenured department members. Administration evaluations may not be used to supplant department evaluations.

(9) *Miscellaneous.* At the discretion of the department, and in consultation with the Reappointment/Tenure and Promotions Committees, additional kinds of evaluation and data may be submitted if approved by the Reappointment/Tenure and Promotions Committees.

(10) *Committee Appraisal.* The individual may choose to submit Committee Evaluation forms to the department if seeking recognition for committee work.

5. *Procedures.*

(a) *Submittal Dates.* It is the responsibility of the Committees to notify departments in advance of the deadlines in the contract. It is the

responsibility of the departments to forward to the Committees all documents and recommendations prior to the deadlines. The Board of Trustees will make all decisions relative to reappointment and give notification of same as provided in Article X hereof. The Board of Trustees will make all decisions relative to promotions and give notification of same by May 1st of each year. In order to assure consideration, all recommendations relative to reappointment (including tenure) and promotion must be submitted to the President at least two months in advance of the applicable decision dates stated above. The President or designee shall notify the Reappointment/Tenure and Promotions Committees and the individual of the action by the applicable Board decision date.

(b) *Departmental Procedures.*

(1) Necessary forms and directions will be distributed by the chairperson of the faculty member applying for reappointment, tenure, or promotion.

(2) The chairperson will assign at least three tenured members to receive forms when completed and to respond in writing. If this is impossible, alternate evaluators will be approved by the Reappointment/Tenure and Promotions Committees. Tenured evaluators and alternate evaluators will be rotated each year. Completed forms will be available to all tenured members of the department.

(3) Tenured members and an alternate evaluator will meet with the chairperson to review and discuss the information in the completed folder. The tenured members may require additional information before taking action. This may include, but is not limited to, additional classroom visits, verification of credentials, interviews with professors, etc.

(4) All tenured members, all approved evaluators, and the chairperson, even if untenured, will vote. Candidates will not vote.

(5) If a candidate is applying for reappointment/tenure and/or promotion, a separate vote for each recommended action will be required.

(6) A statement of recommendation, if unanimous, will be written by a tenured member and signed by the chairperson and all tenured department members and evaluators.

(7) In cases of disagreements, the chairperson will assign one member to write a minority report. The majority and minority reports shall include recommendations for action and may include recommendations for improvement. These statements should be written in consultation with concurring members. Tenured members may write individual reports, if desired. Each statement must be signed by concurring tenured faculty and alternate evaluators. The candidate is free to attach comments to any part of the evaluation,

including the majority and minority reports. The majority and minority reports must address the same issues, but are not restricted to them.

(8) The completed folders, including statements and vote, will be forwarded to the Reappointment/Tenure or Promotions Committees by the chairperson. The recommendation statement must be signed by the candidate to indicate that all evaluation materials have been read.

(c) *Non-Classroom Faculty.* Non-classroom faculty, including counselors and librarians, shall follow the same evaluation procedures as classroom faculty. Evaluation instruments that are developed by those departments may be used to supplement or replace inappropriate instruments with the approval of the Reappointment/Tenure and Promotions Committees.

6. *Reappointment and Tenure Committee.*

(a) A Reappointment and Tenure Committee shall be elected and shall consider all departmental evaluations for reappointment and tenure. The Committee shall be composed of six (6) tenured faculty members (three (3) from the upper and three (3) from the lower ranks), and the President or designee. Each faculty member shall serve three (3) years, with one (1) member from the upper ranks and one (1) member from the lower ranks rotating off each year. Because of the enormous workload and responsibility of this Committee, faculty members should have no other major College responsibilities.

(b) When a candidate is applying for either reappointment or tenure and promotion in the same year, the Reappointment and Tenure Committee and the Promotions Committee shall consult and approve alternate evaluators. The Reappointment and Tenure Committee shall inform the Promotions Committee of its recommendation concerning reappointment or tenure.

(c) The responsibilities of the Committee shall include, but not be limited to, the following:

(1) Preserve the confidentiality of its deliberations.

(2) Protect the confidential nature of individual files.

(3) Maintain a neutral position until all information is received and deliberations undertaken.

(4) Approve alternate evaluators in consultation with the department as recommended in the procedures.

(5) Receive and/or require spoken or written testimony, documentation, verification, etc., from faculty and/or administration of the College, as it deems necessary to complete its deliberations.

(6) A candidate may request a hearing with the Committee during its deliberation. In order to avoid direct confrontation, the Committee shall invite the dissenting sides to separate meetings. If new

information is brought forth, the Committee shall transmit this in writing and shall request a written rebuttal.

(7) Advise individuals and departments of deficiencies which are noted by the Committee.

(8) Make its own recommendations to the President regarding reappointment and tenure.

(9) Forward the candidate's files and recommendations of the Committee for reappointment and tenure, whether approved or denied. In cases where the Committee recommendation is not unanimous, the majority and minority reports of the Committee shall accompany the recommendation. These reports should relate to issues raised by the candidate and/or department members and shall be available to them also.

(10) Report its recommendations promptly to the departments concerned.

(11) Receive and forward notification of Board actions promptly to department concerned.

7. *Promotions.*

(a) Except as may otherwise be established by the College, to be eligible to make application for promotion to the following ranks, a faculty member must possess those qualifications set opposite thereto or the equivalent:

Assistant Professor

(1) Bachelor's Degree in major field and 15 hours and five years of full-time employment in major area or closely allied field.

(2) Master's Degree in subject area and three years of full-time employment in major subject area or closely allied field.

(3) Bachelor's Degree plus 30 hours and three years of full-time employment in major subject area or closely allied field.

Associate Professor

(1) Doctorate in major field or related field.

(2) Master's Degree in subject area plus six years of full-time employment in a subject area or closely allied fields of which three years must be at the college level.

(3) Bachelor's Degree plus 40 hours and passing comprehensive examination in major subject fields and six years of full-time employment in major subject area or closely allied fields, of which three years must be at the college level.

(4) Bachelor's Degree plus 40 hours in major subject area or closely allied fields, plus nine years of

full-time employment in major subject area, four years of which must be in college level teaching.

Professor

(1) Doctorate in major fields or related field, plus six years of teaching, at least three years of which must be at the college level.

(2) Distinguished professorship granted to an individual as a recognized authority on the subject area. (The term "recognized authority" is defined as one who has published and/or by virtue of consultation and innovation has become distinguished in the academic community).

(3) Master's Degree in subject area and 15 years of full-time employment, at least ten years of which must be in the field of education, with six of these years in college level teaching.

(b) Candidates for promotion shall undergo the same evaluation as candidates for reappointment and tenure. In the tenured evaluation meeting, a separate vote shall be taken for each action if a candidate is applying for reappointment, tenure and/or promotion.

(c) Evaluations for promotion shall be considered on the basis of job performance from the day of appointment or from the date of previous promotion. This assumes that a person is appointed at the appropriate rank according to qualifications or else has chosen to accept the line position available with no guarantee for future automatic promotion.

(d) Individuals applying for promotions will be ranked by the Promotions Committee, and a recommendation for promotion will be determined by the Committee according to a weighted analysis. This analysis will consider the quality of the evidence offered for teaching, instructional development, service to the College, scholarly recognition, professional growth, and special projects.

(e) *Charges.* A Promotions Committee shall be appointed and shall consider all recommendations for promotions.

(1) The Committee shall be composed of six (6) tenured members, (three (3) from the upper ranks and three (3) from the lower ranks), and the President or designee. Each faculty member will serve three (3) years, with one (1) member from the upper ranks and one (1) member from the lower ranks rotating off each year. The Committee shall be chaired by a faculty member.

(2) When a candidate is applying for either reappointment or tenure and promotion in the same year, the Reappointment and Tenure Committee and the Promotions Committee shall consult, and approve, alternate evaluators. The Reappointment and Tenure Committee shall inform the Promotions Committee of its recommendation concerning reappointment or tenure.

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(3) The responsibilities of the Promotions Committee shall include, but not be limited to, the following:

(a) Determine eligibility of candidate according to rank and qualification requirements.

(b) Preserve the confidentiality of its deliberations.

(c) Protect the confidential nature of individual files.

(d) Maintain a neutral position until all information is received and deliberations undertaken.

(e) Approve alternate evaluators in consultation with the department as recommended in the procedures when the candidate is applying for promotion *only*.

(f) Establish deadlines for departments and forward and collect the necessary data.

(g) Receive and/or require additional spoken or written testimony, documentation, verification, etc., from faculty and/or administration of the College, as it deems necessary to complete its deliberations.

(h) A candidate may request a hearing with the Committee during its deliberations. In order to avoid direct confrontation, the Committee shall invite the dissenting sides to separate meetings. If new information is brought forth, the Committee shall transmit this in writing, and shall request a written rebuttal.

(i) Advise individuals and departments of deficiencies which are noted by the Committee.

(j) Establish rank order for promotions.

(k) Make its own recommendations to the President regarding promotions.

(l) Report its recommendations to the department concerned.

(m) Receive and forward notification of Board actions promptly.

(4) *Promotions Committee Ranking System*

(a) When the Promotions Committee receives the promotion weight form, evaluation forms, and additional evidence from the candidates, the Promotions Committee will rank each individual in the following way:

(1) Candidates for promotion to the same rank will be compared.

(2) Evidence for each category will be compared and comparison factor of 1-10 will be assigned by the Promotions Committee.

Comparison Factors for Quality of Evidence:

FAIR	GOOD	EXCELLENT	OUTSTANDING
1-3	4-6	7-9	10

The Committee shall not consider the weight selected by the candidate until the comparison factors have been determined.

(3) This factor will be used to multiply the selected weight of the category in order to determine quality points for the candidate.

(4) The quality points will be totaled for each candidate in each category in order to determine rough groupings:

Highly recommended for promotion
Recommended for promotion
To be considered for promotion
Qualified for promotion

(5) The Promotions Committee will then review the entire file for each candidate to determine final ranking within the rough groups. This final ranking and the candidate's files will be sent to the President by the Promotions Committee. Names of all candidates for Promotion will be sent in rank order to the President.

(6) The Promotions Committee will inform departments of its final ranking.

N.B. The candidate for promotion has the responsibility for collecting, labeling, and including all evidence beyond that in the regular evaluation procedures which is to be considered in each category. It must be understood that inadequately documented cases will result in low comparison factors.

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AGREEMENT

BETWEEN

ORANGE COUNTY LEGISLATURE

AND

ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

1984-1988

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Legislature of the County of Orange (hereinafter referred to as the "County") and its professional employees represented by the Faculty Association of Orange County Community College (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for Orange County Community College (hereinafter referred to as the "College") so that the cause of public higher education may best be served in Orange County, the County and the Association enter into this agreement.

ARTICLE I -- RECOGNITION

A. The Employer has recognized the Orange County Community College Faculty Association as the exclusive negotiating representative for all full-time and part-time day teaching faculty presently employed or hereafter employed by the Employer, as set forth in the Order of Certification issued by the Public Employment Relations Board dated January 3, 1969 (a copy of which is attached hereto as Appendix A) for the maximum period allowed by law.

B. Upon receipt of appropriate individual written authorizations, the Employer shall deduct the regular membership dues of the Association from the salary of each employee within the bargaining unit and remit said deductions within two (2) weeks of the deduction to the Association. The Employer will not accord dues deduction or similar checkoff rights to any other organization representing or purporting to represent employees in the bargaining unit represented by the Association.

ARTICLE II -- ASSOCIATION AND MEMBER RIGHTS

A. The Employer[1] hereby agrees that every professional employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New York, the Employer undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass the President, Vice-President, Secretary or Treasurer of the Association or any instructor in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act or other laws of the State of New York or the constitutions of New York and of the United States; that they will not discriminate against the President, Vice President, Secretary or Treasurer of the Association or any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in collective professional negotiation with the Employer, or his institution of any grievances, complaints or proceedings under this Agreement.

B. If any faculty member or the Association believes the Employer has violated a provision of Article II, Paragraph A of this Agreement, the faculty member or the Association may challenge the Employer's action through the procedures provided by applicable law, but the Employer's action may not be challenged through the Grievance Procedure provided by this Agreement.

C. The College shall set aside one Monday afternoon of every month from 3:00 p.m. to 5:00 p.m. for Association meetings. Said Association meetings will take precedence over all other College meetings and classes of this day. The Association and its representatives also shall have the right to use College facilities for other meetings with the consent of the appropriate College administrator. Such consent shall not be unreasonably withheld.

D. Duly authorized representatives of the association shall be permitted to transact official Association business on College property at all reasonable times, provided there is no interference with instruction or College operations.

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1. The use of the term Employer is not intended to modify in any manner the relationship between the parties as it has heretofore existed.

E. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards. The College will provide bulletin boards. The Association may use the intra-campus College mail service and instructors' mailboxes for communications to instructors, including faculty-wide distributions.

F. The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when such equipment is not otherwise in use. The Association shall provide its own materials, including paper and stationery, and shall reimburse the College for any costs incurred in the use of such facilities and equipment.

G. The Employer, upon written request, shall allow the Association access to public documents within its possession within seven (7) working days of the date when said request is received. The Employer shall also provide information or access to records, other than confidential records, the contents of which are needed to process grievances. Such information shall be provided or access permitted within six (6) working days of receipt of such written request. The parties recognize that the Employer has no duty to create materials, documents, communications or records.

A copy of the College budget document, along with such explanatory data as may be included therein, shall be delivered to the Association at the time the same is received by the Orange County Legislature and becomes a public record. This provision shall also pertain in like manner to all subsequent revisions, supplements and other addenda. This provision is intended to continue the present practice in transmitting said documents.

H. The College shall maintain a personnel file in the Office of the Vice-President of Academic Affairs which shall contain a copy of any document that may be used for decisions on retention, tenure, promotion and recommendations. Said file need not contain course materials and examinations originated by a faculty member. A faculty member or an authorized representative of the Union, upon request of the faculty member, shall have access to said file between the hours of 9:00 a.m. and 5:00 p.m., upon request to the Vice-President for Academic Affairs, and shall have the right to reproduce said documents or be furnished with reproductions. A request for access to said files shall not be unreasonably denied.

At the time of its insertion, a full-time faculty member shall be notified by the placement in his/her personnel file of material which may negatively affect retention, tenure, promotion and recommendation. He/she shall have an opportunity to review the material and respond to it in writing. In the event such notification is not given, the faculty member shall, nonetheless, have the subsequent right to review the material, insert a written response in the file, and, in the event an evaluation has already been made, have a reconsideration of the decision based on the complete file.

I. The President of the Association shall be granted the right to appear at any meeting of the Board of Trustees open pursuant to law. When said meeting concerns any matter relating to faculty complaints the Association shall be informed in advance whenever such item shall appear on the agenda, but the President of the Association will be permitted to appear before the Board of Trustees on other matters only after such matters have been channeled through the President of the College.

J. Authorized spokesmen for the Employer and the Association shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the Association and the College and thereafter shall be binding on the parties. Said decision shall further delineate, but not modify, the provisions of this Agreement.

K. The Association shall furnish the Employer with a list of those individuals who are members of the negotiating committee no less than thirty (30) days prior to the beginning of classes in a semester during which negotiations are to be conducted. The Employer and the Association shall also agree to a regular negotiating time within five (5) workdays after receipt of said list.

The Employer shall schedule the teaching loads of seven (7) negotiating team members in a manner which provides them concurrently with a consecutive four (4) hour block of time without classes during the hours of operation of the College. Said seven (7) negotiating team members shall include the President of the Association, shall not include more than one (1) member from each department, and shall be designated solely by the Association. The desig-

nation of the said seven (7) negotiating team members shall not thereafter be altered except by mutual agreement.

In no event shall the operation of this provision impede the scheduling and initiation of classes. This provision shall apply to time spent in actual negotiation with the Employer.

The Employer affirms that it can make any necessary schedule changes for the seven (7) designated team members up to twenty-five (25) days prior to the beginning of classes.

L. The Faculty Association president shall be given an abatement of three (3) credit hours per semester. In addition, the College administration will undertake to give him/her a teaching schedule which will maximize his/her availability for the transaction of Association business.

M. The academic calendar shall be submitted to the Association for advice and recommendation prior to its adoption and promulgation.

ARTICLE III -- MANAGEMENT RIGHTS

The Association recognizes that nothing contained in this Agreement shall be deemed to limit the County, the Board of Trustees or the College in any way in the exercise of their regular and customary function of management, including but not limited, to:

1. the scheduling of classes and other activities;

2. the right to introduce new or improved methods or facilities;

3. the right to formulate any reasonable rules and regulations;

4. the right to employment of faculty and initial placement on the salary schedule;

5. the use and control of college property;

and all other rights that have traditionally belonged to the County, the Board of Trustees or the College.

All the rights, powers and authority, which have not been specifically abridged, terminated or modified by this Agreement, are recognized by the Association as being retained by the County, the Board of Trustees or the College. The management rights reserved by this article are not subject to grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the County, the Board of Trustees or the College has violated a specific term or provision of this Agreement.

ARTICLE IV -- CONDITIONS OF EMPLOYMENT

A. Teaching Load

1. (a) The teaching load for a full-time faculty member shall be limited to a maximum of 27 credit hours with a maximum of 720 student credit hours or a maximum of 36 contact hours with a maximum of 720 student credit hours per academic year shall apply, subject to the modifications set forth in sections two (2) through eight (8) below. A load of 24 credit hours shall be considered a full load for purposes of this contract. Existing courses shall continue to carry the same credit and contact basis as carried during the 1981-1984 contract unless modified by the present governance process.

(b) The first such limit reached by a member of the unit shall constitute his/her maximum load.

(c) When a faculty member is teaching less than 27 credit hours or 36 contact hours, the College may assign one additional credit or contact hour beyond the limit of 27 credit or 36 contact hours.

(d) Faculty shall be compensated an additional $800 for assignment of such a credit or contact hour. This provision does not apply to faculty assigned up to thirty (30) credit hours.

(e) Prior to assignment of such additional credit or contact hour the College shall, insofar as practicable, equalize the teaching load among members of the affected department or discipline.

(f) No additional preparations shall be assigned in order to permit the assignment of the additional credit or contact hour provided above.

2. (a) Commencing with the 1986-1987 academic year, a maximum of fifteen (15) full-time faculty members, who were on the Employer's payroll during the 1985-1986 academic year, may be assigned a teaching load up to thirty (30) credit hours in an academic year. Sixteen (16) credit hours shall be the maximum assigned per semester.

(b) Commencing with the 1987-1988 academic year and thereafter, twenty (20) full-time faculty members who were on the Employer's payroll during the 1985-1986 academic year, may be assigned a teaching load up to thirty (30) credit hours in an academic year. Sixteen (16) credit hours shall be the maximum assigned per semester.

(c) A full-time faculty member who was on the Employer's payroll during the 1985-1986 academic year may not be assigned a thirty (30) credit hour load in consecutive academic years.

3. Commencing with the 1986-1987 academic year, and thereafter, all newly hired full-time faculty members may be assigned teaching loads up to thirty (30) credit hours each academic year. Sixteen (16) credit hours shall be the maximum assigned in any semester.

4. Faculty members who are assigned a teaching load of thirty (30) credit hours may not be assigned more than one evening course on load per semester.

5. The number of distinct preparations for a full-time faculty member assigned a thirty (30) credit hour teaching load shall be no more than three (3) per semester.

6. The College administration will exercise discretion in reducing advisees and office hours to faculty members working a thirty (30) credit hour teaching load.

7. The Association President shall not be subject to a thirty (30) credit hour load during his/her term of office.

8. English faculty teaching composition, reading or remedial courses shall be limited to a teaching load of twenty-seven (27) credit hours per academic year.

9. Librarians, counselors and technical assistants shall work a thirty-five (35) hour week and shall work the same academic year as teaching faculty. The College, however, reserves the right to require librarians, counselors and technical assistants to work an additional month during the summer at a prorated salary.

10. Part-time Day Faculty

(a) Part-time faculty shall not be employed both semesters when there is sufficient course demand to justify the employment of a full-time faculty member except where the College has the opportunity to employ part-time faculty who have special qualifications. In this event, the College shall notify the Association of the action it is taking.

Part-time day faculty members who taught nine (9) credit hours or more in any term during the 1981-1984 Agreement, and who teach nine (9) credit hours or

more during any term of this Agreement, shall be paid at a prorated salary, based upon placement on a step as a full-time faculty member. Such persons shall have all the responsibilities and duties of full-time faculty, unless both parties consent to a part-time salary arrangement with no duties outside of teaching.

(b) Commencing with this Agreement, newly hired part-time day faculty members as well as each part-time day faculty member who did not teach nine (9) credit hours or more in one term during the life of the 1981-1984 Agreement shall be paid at the continuing education and part-time day rate even if the part-time day faculty member teaches nine (9) or more credit hours in a term.

11. Evening Division and Summer School Teaching

A full-time faculty member shall be given first priority in both evening division and summer school teaching assignments within his/her discipline or discipline of secondary competence except where the College has the opportunity to employ persons who have special qualifications. In this event, the College shall notify the Association of the action it is taking.

12. Full-time faculty members shall have their courses scheduled, if practicable , between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive. A full-time faculty member may be assigned a course on load at night only if such assignment is necessary to achieve a maximum load under the loading provision of this contract. A faculty member hired with the understanding that he/she is to teach in the Continuing Education Division as a part of his/her teaching assignment may be assigned courses on load at night, but such courses shall be scheduled, if practicable, for these faculty members between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive. In the event that a faculty member in Police Science is assigned to teach on load at night on two evenings, that faculty member shall have a four (4) day schedule effective September 1, 1978, which four (4) day schedule shall be assigned in each semester in which two (2) evenings are taught by such faculty member. Off campus assignments, on load, at correctional facilities, shall be on a voluntary basis.

13. The professional "determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it" (AAUP statement). A faculty member may pursue any

outside activities of his/her interest so long as they do not interfere with the performance of classroom and other campus duties. Faculty members who choose to work outside the College during the normal instructional day shall notify the College president or his/her designee of such outside activity and the extent thereof.

B. Retrenchment

Any retrenchment of professional personnel shall be governed by the following provisions:

1. For purposes of Retrenchment, the following terms are defined:

(a) Retrenchment: is the layoff of professional personnel at the College.

(b) Professional Personnel: are individuals holding teaching tenure at the College.

(c) Seniority: Seniority within a discipline shall be determined by length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves beginning with permanent full-time employment. Interruptions in service shall not apply for the purposes of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of the original appointment.

(d) Disciplines: are listed in Appendix B.

2. The College shall seek alternatives to retrenchment of professional personnel including normal attrition, seeking voluntary terminations, offering unpaid leaves of absence, seeking voluntary reduction in load for reduced compensation, offering overload and evening division courses normally given to others for extra compensation to professional personnel facing retrenchment and encouraging early retirement as provided elsewhere in this Agreement. Consideration will also be given to requests made for Sabbatical Leaves for the purpose of retraining in accordance with the Sabbatical Leaves provision of this Agreement. Professional personnel who accept unpaid leaves of absence may continue their health insurance coverage under the County's plan by tendering an amount of money equivalent to the employee's "premium" share.

3. (a) In the event of a retrenchment in a discipline, all Orange County Community College professional personnel in that discipline holding teaching tenure

shall be retrenched in inverse order of seniority. Before there can be retrenchment of professional personnel in a discipline, part-time faculty, then full-time temporary, and then non-tenured faculty shall not be reappointed within the discipline.

(b) For purposes of application of the retrenchment provisions of this Agreement, teaching tenure shall only be granted to professional personnel holding positions in this bargaining unit or individuals teaching in a full-time position in another recognized or certified bargaining unit at the College.

(c) Effective with this Agreement, all persons holding teaching tenure recognized hereunder shall be placed on a seniority list indicating their discipline and the list shall be provided to all Orange County Community College professional personnel.

(d) In developing this seniority list, professional personnel shall, within thirty (30) days of the effective date of this Agreement, provide the Vice-President of Academic Affairs with a written statement of a discipline in which they assert secondary competency. No such individual shall assert secondary competency in more than one discipline. If the Vice-President of Academic Affairs disapproves the individual's claimed secondary competency, the Vice-President shall so advise such individual within thirty (30) days of receipt of the secondary competency request.

(e) Professional personnel who are granted competency in a secondary discipline shall, in the event of a retrenchment, displace less senior professional personnel in that discipline, provided the individual has the competency to teach the available courses.

(f) In addition, the College shall give first priority consideration to displaced professional personnel who have the requisite background by virtue of undergraduate or graduate education, training, or experience to teach in other disciplines.

4. The College shall notify professional personnel of retrenchment by December 15 of the calendar year prior to retrenchment.

5. The College shall maintain a recall list of professional personnel retrenched under this Article. Retrenched professional personnel shall remain on that recall list for up to four (4) years and shall be recalled to a vacancy in their primary discipline in order of

seniority and to a vacancy in their secondary discipline in order of seniority, provided they have the competency to teach the available courses. Retrenched professional personnel have the obligation to notify the College of any changes in their addresses. The College will make reasonable efforts to offer retrenched professional personnel part-time teaching opportunities which may become available.

6. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel for a period of three (3) months after the end of the contract year for that employee.

7. If professional personnel, recognized for retrenchment purposes under this Article IV, Section B, but not presently teaching in a discipline specified in Appendix B, return to the unit covered by this Agreement, they shall have all rights and privileges under this Agreement and shall be added to the appropriate discipline list with seniority from date of appointment, provided, however, the return to the unit of such professional personnel shall not, during the term of this Agreement, cause the retrenchment of a presently employed tenured faculty member.

C. Class Size

There shall be a maximum of twenty-five (25) students in Freshman English, and the number of students in a laboratory shall not exceed the number of fixed stations.

D. Course Preparation

It is the intent of the administration that wherever practicable an instructor shall be assigned no more than two (2) separate course preparations per semester.

The College shall attempt to equalize the assignment of course preparations among the faculty of a department or discipline.

E. Office Hours

Each full-time faculty member shall maintain at least five (5) office hours per week, spread over at least four (4) days and over the hours of the day in such a manner as to maximize access by his/her students. These hours shall be held in the faculty member's office. These hours may be changed for any week by written notice posted and communicated to the administrative office during the

preceding week. Any faculty member holding office hours at a location other than his/her office shall post a notice on his/her office door indicating where such hours are held. Such location shall be accessible to students.

F. Sponsorship of Student Activities

Sponsorship and attendance at student activities shall be on a voluntary basis except where the faculty member is given a reduced teaching load or where the faculty member has agreed to undertake a specific activity as part of his contract with the College.

G. Promotions

In the event that a member of the unit is promoted, he/she will be placed on the salary scale of the appropriate grade at the step level which will result in an increase equal to at least two (2) steps in the rank from which he/she was promoted on the schedule for the year in which the promotion is effective.

H. Transfer

1. Prior written consent of the faculty member is required in all instances of transfer of assignment outside either the faculty member's area of discipline or discipline of secondary competence.

2. Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

I. Academic Freedom

A faculty member has the right to select the textbooks to be used in the courses he/she teaches. If the textbook has not been used for the respective course in the five (5) prior years, such textbook selected must be transmitted to the Division Head at least five (5) weeks prior to the start of the semester. The Division Head shall have two (2) weeks in which to decide if such selection is not appropriate for the course. In the event the Division Head decides that the textbook is not appropriate for the course the faculty member may appeal to the Vice-President of Academic Affairs, whose decision shall be final and binding. The statement on Academic Freedom is appended hereto as Appendix D.

J. Travel

1. The Employer shall compensate an employee or abate his/her work load in the event that he/she is regularly assigned to perform classroom duties at an off-campus location during the same workday that he/she also has a regular class assignment on campus.

2. The Employer shall assign travel time and distance allowances for purposes of mileage to each regularly assigned off-campus location after consultation with the Association and/or faculty members involved. Such Employer determinations of travel time and distance allowances shall be nongrievable.

3. Three (3) hours of authorized travel time per week shall be deemed equal to one (1) contact hour per week.

4. The Employer shall abate the employee's work load as herein provided or alternatively pay said employee a pro rata amount of additional compensation equal to his/her basic salary multiplied by the ratio of equivalent contact hours or fractions thereof computed as herein provided to total contact hours. The choice of alternatives shall be at the sole discretion of the Employer.

5. An employee shall be reimbursed at the County rate for approved mileage actually driven only, to perform duties at an off-campus location assigned to the employee. In no event shall the County rate be less than $0.22/mile.

6. Counselors and librarians shall work their standard workweek as herein provided including travel from one approved work location to another during the course of the workday.

7. A faculty member shall be compensated as herein provided in the event that the Employer schedules an activity that requires the faculty member to report to Orange County Community College, 115 South Street, Middletown, on a day that his work assignment is at an off-campus location.

K. Safety

1. In the event that an employee deems that his working conditions are unsafe and would endanger the health, safety, and well-being of a person in sound physical condition and that prompt agreement to correct such conditions is not reached through informal discussion with

the Department Head and Vice-President of Academic Affairs, he/she may then file a written appeal to the chief executive officer in accordance with Stage 2 of the Grievance Procedure.

2. In the event that said employee is not satisfied with the written decision of the chief executive officer, he/she may file a written appeal with the Board of Trustees who shall respond within a reasonable period of time.

L. Cash Equivalents

If an employee is ineligible for any benefit he/she shall receive the cash equivalent up to the sum of $1,500, if permitted by law. If an employee has been granted a merit increase at any time by virtue of not being eligible for any benefit, such employee shall receive only the difference of $1,500 less the merit increase.

M. Rights of Retired Members

Upon retirement tenured members of this unit shall be granted identification cards and faculty and staff parking stickers, on request. Upon application, such member shall be given priority in part-time day teaching assignments, but such priority shall not extend over full-time current and/or retrenched employees of the College or those with superior qualifications. Such priority shall only apply in those assignments which the administration determines in its academic judgment that the retired member is qualified to teach. Such priority shall only extend, in any event, for a period of three (3) years after the date of retirement. If it is requested and available, office space shall be provided for all professors emeriti teaching in part-time day assignments. Such Employer determinations of space availability shall be nongrievable.

N. Weekend College

The Association recognizes the College's right to develop and establish a Weekend College. Instruction in the Weekend College shall be on a voluntary basis for full-time faculty members. Full-time faculty members who volunteer to teach in the Weekend College shall be compensated at the continuing education rate and have two consecutive days without scheduled classes or other required responsibilities.

ARTICLE V -- FACULTY BENEFITS

A. Salary

1. Retroactive to September 1, 1984, each full-time faculty member who was on the Employers' payroll during the 1985-1986 academic year, shall move one level on the salary schedule and, as a result, shall receive an increase in salary of one thousand fifty one dollars ($1,051.00) over his/her 1983-1984 salary schedule rate. Retroactive salary increases will also be paid to full-time faculty members who were on the 1984-1985 academic year payroll and who retired prior to September 1, 1985. Faculty who resigned or were separated from employment for any reason other than retirement are not eligible for retroactive salary payments. Salaries shall be paid pursuant to Appendix C-1.

2. Retroactive to September 1, 1985, each full-time faculty member who was on the Employers' payroll during the 1985-1986 academic year, shall receive an increase in salary of one thousand three hundred sixty-six dollars ($1,366.00) over his/her 1984-1985 salary schedule rate. Retroactive salary increases will also be paid to full-time faculty members who retired from employment prior to commencement of the 1986 Spring Semester. Faculty who resigned or were separated from employment for any reason other than retirement are not eligible for retroactive salary payments. Salaries shall be paid pursuant to Appendix C-2.

3. Effective September 1, 1986, each full-time faculty member shall receive an increase in salary of six percent (6%) over his/her respective 1985-1986 salary schedule rate. Salaries shall be paid pursuant to Appendix C-3.

4. Effective September 1, 1987, each full-time faculty member shall receive an increase in salary of six percent (6%) over his/her respective 1986-1987 salary schedule rate. Salaries shall be paid pursuant to Appendix C-4.

5. In the 1987-1988 academic year, the continuing education/part-time day rate shall be increased by fifteen dollars ($15.00) per credit hour over the 1986-1987 rate.

6. The College/County shall have absolute discretion in hiring, appointment and placement of new bargaining unit employees on the salary schedule, which decisions are not grievable nor subject to the arbitration

procedure. However, in the event a newly hired full-time tenure track faculty member is appointed with a salary higher than a current full-time tenure track faculty member in the same discipline who has clearly comparable skills, qualifications, training, and experience, the current full-time faculty member may request an upgrade to that salary. While appointment decisions of faculty regarding their qualifications, skills, training, and experience are recognized academic judgments resting solely with the College administration, a current faculty member who is not placed at a higher salary and who contends that he/she has clearly comparable skills, training, qualifications and experience to the newly hired and appointed faculty member in the same discipline, may appeal the College Administration's decision to the Board of Trustees. The decision of the Board of Trustees shall be final. Application and interpretation of this provision is not subject to the grievance and arbitration procedure.

B. Paid Leaves of Absence

1. Sick Leave

Faculty members shall be granted eleven (11) sick days per year and may accumulate sick days up to a total of 180 days, including any unused personal days which may be added to sick days. The eleven (11) sick days per year will be credited to each faculty member at the beginning of the academic year. A prorated number of sick days will be credited to any faculty member who is employed less than a full academic year.

An employee may submit an application to the Board of Trustees for continuation of his salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision, which decision shall be final and non-grievable.

To be eligible for a paid sick day for a day of absence the faculty member must notify his/her Department or Division Chairman no later than 7:00 a.m. on the day of absence for any class starting at or prior to 9:00 a.m. unless the faculty member's illness or injury makes it impossible to give such notice; for all other classes the faculty member must notify his/her Department or Division Chairman no later than 8:00 a.m. on the day of absence, unless the faculty member's illness or injury makes it impossible to give such notice.

2. Personal Leave

Four (4) days of personal leave per academic year shall be permitted for each faculty member. A faculty member's personal leave days remaining unused at the end of the academic year shall be added to his/her accumulated sick days.

Notice of leave days shall be given to the Vice-President of Academic Affairs or his/her designee as far in advance as possible and the reason therefor shall be given unless confidential. In order to minimize the degree of interference with the educational progress of students, the following procedures shall be employed:

(a) Personal leave is designed to enable members of the College staff to carry out valid personal business which cannot be transacted at times when the faculty member has no campus duties. The College assumes that it will be used in such a way as to minimize the disruption of College operations.

(b) When a faculty member plans to take a personal leave day, he/she shall notify his/her Division Chairman and tell him the subject of the class involved. The permission of the President is required in order to take a personal leave day just before or after holiday or recess. Such permission shall not be unreasonably withheld.

(c) The faculty member shall make every effort to obtain a qualified and available colleague to conduct the class involved. In the event the faculty member requesting personal leave and/or the Department or Division Chairman are unable to secure a qualified and available colleague to conduct the class involved, the students should be given a sound alternative educational experience which shall be subject to approval by the Vice-President of Academic Affairs or his designee. The faculty member may be required by the Vice-President of Academic Affairs to make up a class not covered or for which an approved alternative educational experience has not been scheduled.

3. Sabbatical Leave

The number of sabbatical leaves to be granted during the term of this contract shall be as follows:

(i) three (3) for the year 1985-1986

(ii) three (3) for the year 1986-1987

(iii) three (3) for the year 1987-1988

Sabbaticals approved in the 1986-1987 academic year shall take effect during 1987-1988 and shall be covered by provisions of this contract.

In its discretion the College may grant two (2) additional sabbatical leaves for retraining of full-time tenure track faculty. Eligibility and criteria for these discretionary retraining sabbaticals shall be established by the College.

Sabbatical leaves to full-time faculty members shall be granted in accordance with the following specific provisions:

(a) Faculty members shall be eligible for sabbatical leave during or after the seventh continuous year of service at the College. Seniority in service shall be considered in granting of such leaves. Extenuating circumstances, such as a grant or a time limitation on a degree, may supersede seniority.

(b) Any faculty member whose application for sabbatical leave is denied will, upon reapplication, be given first consideration the following year.

(c) The sabbatical leave shall be for a period not to exceed two (2) consecutive semesters.

(d) The salary for the sabbatical leave will be at full pay for a one (1) semester sabbatical and one-half pay for a two (2) semester sabbatical. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught at the College during such period.

(e) Any instructor on sabbatical shall retain all accrued and continuing benefits without exception during the period of said leave.

(f) Members of the faculty on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid, or earned income only if they assist in accomplishing the purposes of their leaves.

(g) Application for sabbatical leave shall be submitted directly to the President. The deadline is January 1 of the academic year preceding the one during which sabbatical leave is requested. A form provided by the College, obtainable from the office of the President, stating all necessary information must be filed. After such necessary application has been filed, the President shall submit his recommendation to the Board of Trustees. The granting of a sabbatical leave shall not in any sense be automatic, but the Board of Trustees will consider the advantage to the applicant as a scholar, educator, and teacher to be expected from the leave and the consequent advantage, through his service, to the College.

(h) A full report of the sabbatical leave must be presented to the President in writing within three (3) months after such leave is completed.

(i) In the event a member of the faculty on sabbatical leave should change, alter, or discontinue his/her approved sabbatical program before completion thereof, he/she must so notify the President promptly. If the termination of his/her course is caused by illness, he/she shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he/she has accrued; but otherwise, he/she must return to the College for assignment of duties without delay. If he/she fails to notify the President promptly of such termination, he/she shall be deem-

ed derelict of his duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his/her planned course of study prior to completion. In the event he/she is dismissed for cause as stated above, he/she shall be liable for repayment of the full amount of his/her salary paid to him by the College while on said leave.

(j) If a member of the faculty does not return for one (1) full year after the completion of the sabbatical leave, he/she must within three (3) years repay the College in full for each month he does not serve. If a member of the faculty resigns during his/her sabbatical leave, his/her salary will be terminated and he/she must within three (3) years repay the College for each month he/she was on sabbatical leave.

(k) The College will not unreasonably deny requests for sabbatical leaves up to the full complement of such leaves granted in this Agreement.

4. Jury Duty

All faculty members subpoenaed as witnesses or jurors shall notify the President of the College at once. Subpoenaed faculty members required to serve as jurors or witnesses during a working day will be paid their normal salary. This time will not be deducted from accumulated paid leave or personal leave as long as the monies earned for such duty are turned over to the College.

5. Religious Holidays

Leave will be granted to faculty members whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick leave or personal leave.

Religious holidays shall conform to the same procedural requirements set forth in obtaining personal leave days.

6. Absence Due to Injury

An employee who is necessarily absent from duty because of occupational injury or disease as defined in the Workers' Compensation Law may, pending adjudication of the case and while the disability renders the employee unable to perform the duties of his/her position, be granted leave with full pay for a period not to exceed one (1) academic year, after the use of all sick leave and other paid leave accruals. A written application for said leave shall be submitted to the Employer, who shall make a final nongrievable decision. In a noncontraverted case, the Employer's decision shall be arbitrable.

Vacation and sick leave credits shall not be earned under these circumstances for periods that an employee is on such a discretionary paid leave for one (1) academic year. In the event that the disability persists beyond such period, plus accrued sick leave and other paid leave credits, such employee may be placed on leave without pay, for a further period not to exceed two (2) academic years.

When such employee has been awarded compensation for the period of his/her leave with pay, by the Workers' Compensation Board, such compensation award shall be credited to the Employer. Upon the return of such an employee to active duty, he/she shall be recredited with the proportion of paid leave credit consumed during the period of his/her absence, which the amount of his/her Workers' Compensation award for the period of accrued sick leave and other paid leave accruals consumed and credited to the Employer bears to the amount of salary he/she received during the same period. In the event that an employee does not resume work after adjudication of a disability claim, he/she shall repay to the Employer within three (3) years any amount of money that may have been advanced by the Employer pursuant to this article. The Board of Trustees may waive the right to repayment provisions of this article in appropriate cases, which decision shall be final and nongrievable.

7. Bereavement Days

In the event of the death of any of the relatives of an employee as listed below, said employee shall be granted up to three (3) days per occurrence without charge to any other paid leave accrual. Such three (3) days shall be any three (3) consecutive workdays, one of which is the day of the funeral. For purposes of this provision, relatives shall be construed as parents, sib-

lings, spouse, legal guardians, children, brother or sister-in-law, mother or father-in-law.

In the event that out-of-county travel is required, up to two (2) additional days of leave may be granted in light of the actual travel time required.

C. Unpaid Leaves of Absence

1. (a) Tenured employees may be granted up to two (2) years of unpaid leave for the purposes of advanced study, exchange teaching, service in professional organizations, political activities, or work in the professional area of competence. The Employer may also grant unpaid leaves for other reasons.

(b) The Employer may extend such leave beyond the two (2) year period. In the event an application for such an extension is not granted, the employee shall be given written notification of the Employer's decision and the reasons therefor. Such decision shall be final and nongrievable.

(c) An employee on unpaid leave of absence shall retain all accrued benefits during the period of said leave. Such employee shall have the option of paying to continue any and all benefits.
(d) Such periods of leave shall not count toward eligiblity for promotion, tenure, annual increments, but shall include sabbatical leave.

Maternity Leave

The granting of maternity leave shall be regulated by the following policies:

(a) A pregnant employee may apply for, and shall, upon reasonable notice, be granted unpaid leave of absence by mutual consent, at any time during the term of pregnancy.

(b) In the event that a pregnant employee continues to work during the term of her pregnancy, she shall be entitled to paid sick leave not to exceed her total accumu-

lated sick leave during the period of her confinement.

(c) The termination and initiation of confinement shall be determined by the employee's personal physician subject to the College's right to verify the need with its own physician at its own expense.

D. Early Retirement Incentive

Faculty members employed by the College on a permanent full-time basis for at least ten (10) years, who are between fifty-five (55) and sixty-two (62) years of age, and who indicate an intention to retire by January 15 of the year retirement will occur, shall receive, by the end of that academic year, a retirement incentive of $10,000. In each year under this Agreement, this incentive provision shall apply to a maximum of five (5) faculty members, in order of application, who apply for early retirement. In the event the number of faculty members applying for early retirement exceeds five (5) in any one (1) year, the College, in its discretion, may grant said individuals participation in this incentive program.

E. Retirement Sick Leave Benefit

Upon retirement, a full-time faculty member shall receive a cash payment for unused sick days up to a maximum of 180 sick days as specified in this contract (Article V, paragraph B.1) equal to fifteen percent (15%) of his/her average per diem salary for the last five years. The per diem calculation shall be based on the number of work days in a ten month contract period.

Bargaining unit employees who resign from the College or who are separated from employment are not eligible for this benefit. In order to be eligible for this retirement benefit, a full-time faculty member must be at least fifty-five (55) years of age with ten (10) years of County employment.

F. Health and Dental Insurance

1. Health Insurance

(a) The County Health Plan which was in effect under the 1981-1984 collective bargaining agreement shall continue in effect through December 31, 1986, at which time said Plan will terminate. Effective January 1, 1987, all employees of the Employer shall be eligible for membership in the State Insurance Plan; however,

(b) The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the State Plan schedules (which it is recognized may change, either up or down, from time to time), and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability; except that the following conditions shall be effective January 1, 1987, for the term of this Agreement;

(1) Outpatient psychiatric treatment - benefits for such services will cover 80% of expenses but not to exceed a payment of $65.00 per visit for a maximum of fifty-two (52) visits per year.

(2) If a preferred provider is available for a given medical service, the Employer will pay 100% of the accrued expenses in excess of annual deductible.

(c) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 1(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 1(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration Article of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

(d) The Employer shall contribute 100% of the premium or assume 100% of the cost (self-insurance) for employees and dependents.

(e) (1) If any employee, on the payroll at the date of the signing of this Agreement, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

(i) completed ten (10) years of service with the Employer,

(ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and

(iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that retirement plan (e.g. TIAA-CREF), be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System if the employee would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his/her retirement benefits from the New York State Teachers Retirement System, or, if he/she is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of that retirement plan, the Employer will pay 1/20 of the premium for such coverage for each completed year of service by the employee for the Employer.

(2) If any employee first hired in any portion of County employment after the date of the signing of this Agreement, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

(i) completed twenty (20) years of service with the Employer,

(ii) be enrolled in the Employer's health insurance plan at the time employment is terminated, and

(iii) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that State plan, be within five (5) years of eligibility for retirement benefits from that plan if he/she would otherwise qualify had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the

employee commences receiving his retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of the applicable State retirement plan, the Employer will pay 1/30 of the premium for such coverage for each completed year of service by the employee for the Employer.

2. Dental Insurance

(a) The Employer will continue its present dental insurance plan, covering unit employees only, for the term of this Agreement.

(b) The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be the same as the present dental plan schedules, and that the substitute carrier, self-insurance or combination of the two has comparable area acceptability.

(c) Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the obligations under 2(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration provision of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

(d) The Employer shall contribute 100% of the premium or assume 100% of the cost (self-insurance) for employees.

3. Dependents Coverage In The Event Of Death

If an employee with dependents covered by the health insurance plan dies, coverage for the employee's dependents will be continued for the three (3) months following the month in which the employee's death occurs. If the employee had ten (10) years of service with the Employer at the time of the employee's death, the employee's dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

G. Other Benefits

1. All present retirement benefits shall remain in effect with the total cost paid for by the Employer.

2. Anyone joining the full-time faculty shall be granted tenure at the time of his fifth consecutive appointment, if a fifth consecutive appointment is offered. This clause shall not apply to a person who has had consecutive temporary appointments.

3. The Employer agrees to pay a sum equal to 0.65% of the total base payroll for full-time unit employees in each year of this Agreement to be applied to the premium for disability insurance covering unit members. Said payment shall be made on a quarterly basis. The only duty of the Employer is to deliver the money to be applied to the premium for disability insurance to an Association designee.

4. The faculty shall continue to be provided with parking facilities as in the past.

5. Retrenchment Benefit

Effective September 1, 1986, any tenured full-time faculty member who suffers a retrenchment as defined in Article IV, Section B, will receive a cash severance payment based on his/her accumulated unused sick days up to a maximum of ninety (90), at the rate of sixty dollars ($60.00) per day.

6. Death Benefit

In the event a full-time tenure track faculty member dies while in the College's employ, a cash death benefit payment will be made to his/her estate based on the number of his/her accumulated unused sick days up to a maximum of ninety (90), at the the rate of sixty dollars ($60.00) per day.

7. Collegiate Development Fund

In order to foster and promote the upgrading of skills and training of full-time tenure track faculty members, the College agrees to establish a Collegiate Development Fund. Not later than March 1, 1987, each full-time tenure track faculty member shall receive one hundred twenty-five dollars ($125.00) for collegiate development. Not later than March 1, 1988, each full-time tenure track faculty member shall receive one hundred twenty-five dol-

lars ($125.00) for collegiate development. This provision shall expire and be inoperative upon termination of this collective bargaining agreement on August 31, 1988. At that time the College, in consultation with an Association Committee, will assess the value of the Collegiate Development Fund and decide whether it will continue this Fund in the 1988-1989 academic year or thereafter.

H. Sick Leave Bank

1. An emergency sick leave bank will be established on an experimental basis to provide against the economic effects of a long term disabling illness. Upon expiration of this Agreement the parties will meet, evaluate the Sick Leave Bank and decide whether to continue its existence.

2. Each full-time bargaining unit member may contribute two (2) days from his/her annual sick leave allotment per year. These days will be placed in a Sick Leave Bank which shall be established to aid full-time bargaining unit members who are suffering from prolonged or disabling illness or mental incapacitation. The Sick Leave Bank shall be available to a full-time bargaining unit member whose sick leave accumulation has been exhausted. A full-time bargaining unit member eligible to receive workers' compensation benefits is ineligible to draw upon the Sick Leave Bank. The Bank shall accumulate up to a maximum of five hundred (500) days and contributions cannot be withdrawn. In the event the Bank is discontinued, contributions will be refunded to each contributing full-time bargaining unit member up to his/her maximum contractual accumulation.

3. A full-time bargaining unit member, on written application and adequate justification replete with medical documents attesting to the disability, may draw up to thirty (30) days against the Bank after his/her sick leave accumulation has been exhausted. With medical documentation, a full-time bargaining unit member may apply to the Committee for additional days from the Bank to a maximum of thirty (30) days.

4. The Employer may, at its option, require a second medical opinion prior to paying or continuing payment of sick leave bank days. An applicant to the Bank will provide any documentation deemed necessary with regard to the nature and duration of the disabling condition.

5. A Committee consisting of five (5) members shall administer the Bank and act on each application submitted to it. The Committee may require periodic

medical reports from a recipient. Composition of the Committee shall consist of three (3) bargaining unit representatives and two (2) representatives of the College Administration. As necessary, the Committee may consult with independent medical practitioners. Decisions of the Committee are final.

6. The Committee shall present an annual written report to the Association at its first meeting in September. The report shall show the number of days in the Bank, the contributors, the number of requests made for days, and the number of requests granted. A copy of this report shall be given to the College President.

ARTICLE VI -- REAPPOINTMENTS AND EVALUATION

A. The Committee on Reappointment, Promotion and Tenure shall be chaired by the President of the College. It shall consist of the Vice-President of Academic Affairs, the Vice-President of Student Affairs, one other administrator named by the President, three (3) tenured members of this negotiating unit selected by the members of this unit, and the Department and Division Chairperson of the individual whose status is being examined.

B. Individual letters of reappointment shall be issued by December 15, except that letters of reappointment of first year faculty members need not be issued prior to February 15. Notices concerning tenure shall be sent to fourth year faculty members by June 30. All appointments issued for the academic year shall be returnable within thirty (30) days. Notices concerning reappointments should be given at an early date, since a failure to secure another position for the ensuing academic year will deny the faculty member the opportunity to practice his/her profession.

C. Summer session appointments shall be issued by April 15 and returnable in thirty (30) days. The College will guarantee any faculty members assigned to summer session courses the payment for one course; in the event no assigned courses materialize, another assignment will be made by the President of the College.

D. Termination of a tenured appointment or of a non-tenured or special appointment before the end of the period of appointment, for medical reasons, will be based upon clear and convincing medical evidence. The decision to terminate will be reached only after there has been appropriate consultation and the faculty member or his representative has been informed of the basis of the proposed action, and has been afforded an opportunity to present his position and to respond to the evidence.

E. Faculty members, including technical assistants, subject to review for retention, promotion, tenure and merit review, as well as those subject to any other evaluation shall be evaluated by the following procedure. Each division shall determine its own evaluation system, subject to approval by the College president or his/her designee, not later than October 15 of each academic year at a formally constituted division meeting by secret ballot and by a majority vote of those attending. This meeting shall be called and chaired by the division chairman and shall be attended by department chairmen and by faculty members covered by this contractual agreement. All evalu-

ation reports shall be made available to those evaluated, and those evaluated shall have the right to respond to the reports. The President of the College may at any time retain, promote, or grant tenure or propose merit raises for any member of the faculty. The President reserves the right to appoint two (2) administrators to every evaluation team.

F. Any faculty member who is temporarily appointed for more than a total of six (6) semesters, shall be entitled to a full evaluation of performance. Consistent with applicable law and federal, state, county and/or College affirmative action requirements, any faculty member appointed on a temporary basis, as described above, who is affirmatively evaluated, shall be entitled to priority consideration for employement in the tenure area for the next semester, and each consecutive semester thereafter in which an opening exists, subject to continuing good evaluations. Nothing in this provision shall require the College to unlawfully discriminate or disregard its affirmative action requirements on the basis of membership in the bargaining unit.

G. Filling of Vacancies--Faculty Candidates for a teaching vacancy within any division will be screened and interviewed by a committee composed of the division chairman, the appropriate department chairman, and two members of the teaching faculty elected by the division. The Vice-President of Academic Affairs shall sit as an ex-officio, non-voting member of the committee. The committee shall send its recommendations to the Vice-President of Academic Affairs for his/her approval and recommendation to the President of the College.

ARTICLE VII -- GRIEVANCE PROCEDURE

Section I -- Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the County, the Board of Trustees, the Chief Executive Officer, the Administration and the faculty of Orange County Community College is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

Section II -- Definitions

2.1. A Grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the County and/or the Board of Trustees and/or the Chief Executive Officer and/or the administration; however, the failure or refusal of the College to renew the contract of a probationary faculty member shall not be a grievance for purposes of these procedures unless said failure or refusal is based on a violation of the provisions of this Agreement.

2.2. The term Supervisor shall mean any department chairman, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive office.

2.3. The Chief Executive Officer is the President of the College.

2.4. Association shall mean Orange County Community College Faculty Association.

2.5. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

2.6. Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

2.7. Grievance Committee is the committee created and constituted by the Orange County Community College Faculty Association.

2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III -- Procedures

3.1. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the faculty member and the Association.

3.3. If a grievance affects a group of faculty members, i.e., three (3) faculty members or more, it may be submitted by the Association directly at Stage 2.

3.4. The preparation and processing of grievances shall, whenever practicable, be conducted during the hours of employment at a time affording all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the Grievance Procedure.

3.5. The County agrees that it, the Board of Trustees, the Chief Executive Officer and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records maintained in the ordinary course of business concerning the alleged grievance. The parties recognize that the Employer has no duty to

create any such material, documents, communications or records.

3.6. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this Grievance Procedure.

3.7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the County, the Board of Trustees, the Chief Executive Officer and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the Grievance Procedure or any other person by reason of such grievance or participation herein.

3.8. All documents, communications and records dealing with the processing of a grievance shall be filed in the office of the President separately from the personnel files of the participants.

3.9. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views of the grievance.

3.10. In any and all cases where the aggrieved party is not represented at any stage of the Grievance Procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by such hearing officer.

3.11. The Association's Grievance Committee shall be entitled to at least five (5) calendar days' advance notice from the hearing officer of all hearings of all grievances in which the aggrieved party is not repre-

sented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer, and the Association shall be entitled to participate in and express its position and offer proof, if so advised, during the hearings on such grievances even though it does not represent the aggrieved party.

3.12. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further, that Stage 3 of this Grievance Procedure shall be available only to the Association and those aggrieved parties represented by it.

3.13. Any and all notices which this Grievance Procedure requires to be given to the County, Board of Trustees, Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer of the Orange County Community College or, in his absence, to the person then in charge of his duties.

Section IV -- Time Limits

4.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

4.2. Grievances will be forwarded at the first available stage within thirty (30) calendar days after the faculty member actually knew or should have known of the act or condition on which the grievance is based.

4.3. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, then the grievance shall be deemed to be dismissed.

4.4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his representatives and the Association, within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decisions been communicated by the final day.

4.5. In the event a grievance is filed on or after May 1, upon request by or on behalf of the aggrieved

party, the time limits set forth herein will be reduced pro rata so that the Grievance Procedure may be exhausted prior to the end of the College term or as soon thereafter as is possible.

Section V -- Stage of Grievance Procedure

5.1. Stage 1A: Supervisor -- Informal

A faculty member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultations have been had without the aggrieved party or his representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

5.2. Stage 1B: Supervisor -- Written Decision

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) calendar days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his representative and the Association.

5.3. Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his representative shall, within ten (10) calendar days, after receipt of the Stage 1B decision, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) calendar days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty member and the Grievance Committee, or its representative, and all other parties in interest of said date and hearings will be commenced within ten (10) calendar days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the faculty member, the Grievance Committee and its representative

within ten (10) calendar days, after the conclusion of the hearing.

5.4 Stage 3: Binding Arbitration

(a) If the Association is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious and the grievance concerns an alleged violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement except matters involving academic judgment, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) calendar days of the decision at Stage 2.

(b) Within five (5) calendar days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement nor shall he have the power or authority to make a decision except a decision which concerns a violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement excepting matters involving academic judgment.

(e) The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not substitute his or her judgment for the academic judg-

ment of persons charged with the responsibility for making such judgments.

In matters in which the College asserts that the arbitrator may not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments, the arbitrator shall hear that issue as a threshold question.

If the arbitrator finds that he may not substitute his judgment, the grievance shall be dismissed.

If the arbitrator finds that he has jurisdiction to hear the merits of the case, the parties shall proceed on the merits of the grievance.

(f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the County and the Association.

Section VI -- Expedited Arbitration

In the event that the Association determines that a grievance is meritorious and that the passage of time would render the required remedy moot, grievances may be filed with the Chief Executive Officer who shall have five (5) calendar days to render a decision in writing. In the event that the Association is not satisfied with the response of the Chief Executive Officer, the grievance may be expedited directly to arbitration. The Association will pay the full arbitration costs if the arbitrator finds that the passage of time would not render the remedy moot.

ARTICLE VIII -- PAST PRACTICES

The College agrees to continue all practices relating to wages, hours of work, and conditions of employment in effect as of September 1, 1981, provided, however, that said practices have not been specifically abridged, terminated or modified by provisions of this Agreement. Practices not encompassed under the preceding sentence may be instituted or altered by the College on or after September 1, 1981. In this regard, the College shall notify the Faculty Association of such practices and, upon request, will discuss same. Nothing herein shall be construed as diminishing or impairing the parties' respective rights and/or obligations under the Taylor Act.

ARTICLE IX -- SCOPE OF THE AGREEMENT

Section I. It is understood by and between the parties to this Agreement that any provision inconsistent with or contrary to law, or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this Agreement shall not be affected thereby.

Section II. The parties agree that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the Faculty Association and the County each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matters referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section III. The terms and provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, representations and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. It is further expressly understood and agreed by and between the parties hereto that the within Agreement contains all of the terms and conditions of employment and that all prior past employment practices governing salary, working conditions and all other terms and conditions of employment are merged into and are fully set forth in the within Agreement except as reserved by Article III and Article VIII of this Agreement.

ARTICLE X -- SAVINGS CLAUSE

Any legislature or judicial act that renders null and void any part of this Agreement shall not affect any other part of the Agreement. Anything subsequently mandated by law which affects any provision herein shall be automatically made a part of this Agreement.

ARTICLE XI -- LEGISLATIVE AUTHORITY

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XII -- CONTRACT DISTRIBUTION

Within sixty (60) days following the signing of this Agreement, the College shall provide the Faculty Association with two hundred (200) copies thereof. The College, thereafter, is under no obligation to produce and distribute copies of this Agreement to the Association for the life of this contract but shall provide copies to all new faculty members hired into bargaining unit positions after the signing of this Agreement.

ARTICLE XIII -- DURATION OF AGREEMENT

Except as expressly stated in the above provisions of this Agreement, this Agreement shall be effective as of its signing.

Thereafter, this Agreement shall remain in effect through August 31, 1988, and from year to year thereafter, unless either party gives written notice to the other party at least sixty (60) days prior to February 1, 1988 or February 1 of any year thereafter that it wishes to terminate or modify the existing contract and enter into collective negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29 day of May 1986.

COUNTY OF ORANGE	FACULTY ASSOCIATION OF ORANGE COUNTY COMMUNITY COLLEGE

APPENDIX A -- UNIT CERTIFICATION

In the Matter of ORANGE COUNTY COMMUNITY COLLEGE, Employer, and AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, CHAPTER OF ORANGE COUNTY COMMUNITY COLLEGE, Petitioner, and FACULTY ASSOCIATION OF ORANGE COUNTY COMMUNITY COLLEGE, Petitioner, and ORANGE COUNTY COMMUNITY COLLEGE, FEDERATION OF TEACHERS, AFL-CIO, Intervenor.	)	CASE NOS. C-0319, AND C-0323

Before: ROBERT D. HELSBY, Chairman, JOSEPH R. CROWLEY, GEORGE H. FOWLER.

After a representation proceeding, the Faculty Association of Orange County Community College was certified as negotiating representative for the purpose of collective negotiations and the settlement of grievances for employees of Orange County Community College.

Certification of Representative and Order to Negotiate

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected; pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act, IT IS HEREBY CERTIFIED that Faculty Association of Orange County Community College has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

UNIT:

Included: All full-time and part-time day teaching faculty with academic rank of professors, associate profes-

sors, assistant professors, instructors, admissions counselors, technical assistant-biological science, guidance counselors, and librarians.

Excluded: President, academic dean, dean of administration, dean of students, assistant dean of students, director of admissions-registrar, assistant director of admissions-registrar, director of continuing education, assistant director of continuing education, public relations officers, coordinator of audio-visual services, technical assistant of audio-visual services, comptroller, director of computer center, assistant director of computer center, director of counseling services, coordinator of governmental programs, head librarian, nurses-college, facilities and program coordinator, director of placement and students' finances coordinator of special projects-extension division, women's program coordinator, divisional chairmen, departmental chairmen, assistant to coordinator of audio-visual services and part-time evening faculty.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Faculty Association of Orange County Community College and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and admnistration of, grievances.

Dated: January 3, 1969.

APPENDIX B

Disciplines

Accounting
Admissions Counselors
Anthropology
Architecture
Art History
Biology
Business
Chemistry
Computer Science
Criminal Justice
Dance
Data Processing
Dental Hygiene
Economics
Electrical Tech
Electron-Microscopy
Engineering
English
Fire Science
French
Geography
Geology
German
Government
Guidance Counselors
History
Histotechnology
Librarians
Management
Math
Medical Laboratory Technology
Music/Piano
Nursing
Occupational Therapy
Physical Education
Physical Therapy
Physics
Psychology
Radiological Technology
Recreation
Respiratory Therapy
Secretarial Science
Sociology
Spanish
Speech and Theatre
Studio Art

A Technical Assistant's discipline shall be the discipline in which he/she is working. However, in the event of retrenchment, a Technical Assistant shall not displace a faculty member, and a faculty member shall not displace a Technical Assistant.

APPENDIX C-1

OCCC FACULTY ASSOCIATION

SALARY SCHEDULE FOR 1984-85

Step	Tech	BA/BS or equiv. Instructor	Masters + 4 yrs. related experience Assistant Professor	Masters + 6 yrs. related experience & 15 related sem. hrs. Associate Professor	Masters + 10 yrs. related experience & 30 related sem. hrs. Professor
1	$10,833	$13,410	$15,127	$16,598	$17,869
2	11,884	14,461	16,178	17,649	18,919
3	12,392	15,124	16,943	18,502	19,850
4	12,930	15,826	17,754	19,406	20,835
5	13,405	17,002	19,067	20,846	22,400
6	13,734	17,894	20,055	21,940	23,594
7	14,436	18,727	21,013	23,009	24,759
8	15,185	19,612	22,040	24,151	26,004
9	15,883	20,560	23,133	25,370	27,332
10	16,950	21,610	24,266	26,589	28,651
11	17,918	22,664	25,404	27,807	29,972
12	18,884	23,715	26,539	29,026	31,290
13	19,850	24,768	27,675	30,246	32,609
14	20,815	25,819	28,809	31,465	33,926
15	21,782	26,869	29,944	32,685	35,246
16	22,747	27,923	31,080	33,902	36,564
17	22,747	28,974	32,215	35,122	37,884
18	22,747	30,026	33,351	36,341	39,204
19	22,747	30,957	34,485	37,558	40,520
20	22,747	30,957	35,463	38,342	40,846
Cont. Ed. and Part-Time Day		468	524	589	662

(per credit hour with present adjustment for lab hour)

(+ 476 for a doctorate)

APPENDIX C-2

OCCC FACULTY ASSOCIATION

SALARY SCHEDULE FOR 1985-86

Step	Tech	BA/BS or equiv. Instructor	Masters + 4 yrs. related experience Assistant Professor	Masters + 6 yrs. related experience & 15 related sem. hrs. Associate Professor	Masters + 10 yrs. related experience & 30 related sem. hrs. Professor
1	$12,199	$14,776	$16,493	$17,964	$19,235
2	13,250	15,827	17,544	19,015	20,285
3	13,758	16,490	18,309	19,868	21,216
4	14,296	17,192	19,120	20,772	22,201
5	14,771	18,368	20,433	22,212	23,766
6	15,100	19,260	21,421	23,306	24,960
7	15,802	20,033	22,379	24,375	26,125
8	16,551	20,978	23,406	25,517	27,370
9	17,349	21,926	24,499	26,736	28,698
10	18,316	22,976	25,632	27,955	30,017
11	19,284	24,030	26,770	29,173	31,338
12	20,250	25,081	27,905	30,392	32,656
13	21,216	26,134	29,041	31,612	33,975
14	22,181	27,185	30,175	32,831	35,292
15	23,148	28,235	31,310	34,051	36,612
16	24,113	29,289	32,446	35,268	37,930
17	24,113	30,340	33,581	36,488	39,250
18	24,113	31,392	34,717	37,707	40,570
19	24,113	32,323	35,851	38,924	41,886
20	24,113	32,323	36,829	39,708	42,212
Cont. Ed. and Part-Time Day		468	524	589	662

(per credit hour with present adjustment for lab hour)

(+ 476 for a doctorate)

APPENDIX C-3

OCCC FACULTY ASSOCIATION

SALARY SCHEDULE FOR 1986-87

Step	Tech	BA/BS or equiv. Instructor	Masters + 4 yrs. related experience Assistant Professor	Masters + 6 yrs. related experience & 15 related sem. hrs. Associate Professor	Masters + 10 yrs. related experience & 30 related sem. hrs. Professor
1	$12,931	$15,663	$17,483	$19,042	$20,390
2	14,046	16,777	18,597	20,156	21,503
3	14,584	17,480	19,408	21,061	22,489
4	15,154	18,224	20,268	22,019	23,534
5	15,658	19,471	21,659	23,545	25,192
6	16,007	20,416	22,707	24,705	26,458
7	16,751	21,299	23,722	25,838	27,693
8	17,545	22,237	24,811	27,049	29,013
9	18,390	23,242	25,969	28,341	30,420
10	19,415	24,355	27,170	29,633	31,819
11	20,442	25,472	28,377	30,924	33,219
12	21,466	26,586	29,580	32,216	34,616
13	22,489	27,703	30,784	33,509	36,014
14	23,512	28,817	31,986	34,801	37,410
15	24,537	29,930	33,189	36,095	38,809
16	25,560	31,047	34,393	37,385	40,206
17	25,560	32,161	35,596	38,678	41,606
18	25,560	33,276	36,801	39,970	43,005
19	25,560	34,263	38,003	41,260	44,400
20	25,560	34,263	39,039	42,091	44,745
Cont. Ed. and Part-Time Day		468	524	589	662

(per credit hour with present adjustment for lab hour)

(+ 476 for a doctorate)

APPENDIX C-4

OCCC FACULTY ASSOCIATION

SALARY SCHEDULE FOR 1987-88

Step	Tech	BA/BS or equiv. Instructor	Masters + 4 yrs. related experience Assistant Professor	Masters + 6 yrs. related experience & 15 related sem. hrs. Associate Professor	Masters + 10 yrs. related experience & 30 related sem. hrs. Professor
1	$13,707	$16,603	$18,532	$20,185	$21,614
2	14,889	17,784	19,713	21,366	22,794
3	15,460	18,529	20,573	22,325	23,839
4	16,064	19,318	21,485	23,341	24,947
5	16,598	20,640	22,959	24,958	26,704
6	16,968	21,641	24,070	26,188	28,046
7	17,757	22,577	25,146	27,389	29,355
8	18,598	23,572	26,300	28,672	30,754
9	18,494	24,637	27,528	30,042	32,246
10	20,580	25,817	28,801	31,411	33,729
11	21,669	27,001	30,080	32,780	35,213
12	22,754	28,182	31,355	34,149	36,693
13	23,839	29,366	32,632	35,520	38,175
14	24,923	30,547	33,906	36,890	39,655
15	26,010	31,726	35,181	38,261	41,138
16	27,094	32,910	36,457	39,629	42,619
17	27,094	34,091	37,732	40,999	44,103
18	27,094	35,273	39,010	42,369	45,586
19	27,094	36,319	40,284	43,736	47,065
20	27,094	36,319	41,382	44,617	47,430
Cont. Ed. and Part-Time Day		483	539	604	677

(per credit hour with present adjustment for lab hour)

(+ 476 for a doctorate)

APPENDIX D

ACADEMIC FREEDOM

The teacher is entitled to freedom in the classroom in discussing the subject, but may not claim as a right the privilege of discussing controversial matter which has no relation to the subject.

The teacher is entitled to full freedom, within the law, of inquiry and research and in the publication of the results, but not at the expense of adequate performance of other academic duties.

The college teacher is a citizen, a member of a learned profession and a representative of an educational institution. When speaking, writing, or acting, within the law, as a citizen, the teacher shall be free from institutional censorship or discipline, but our unique position in the community imposes special obligations. As persons of learning and as representatives of an educational institution, we should remember that the public may judge our profession and our institution by our utterances and our actions. Hence, we must at all times be accurate, exercise appropriate restraints, show respect for the opinion of others, and indicate that we are not speaking for our institution.

A G R E E M E N T

BY AND BETWEEN

ROCKLAND COMMUNITY COLLEGE, THE COUNTY OF ROCKLAND

AND THE

ROCKLAND COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 1871

SEPT. 1, 1986 to AUG. 31, 1988

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AGREEMENT

This Agreement made on the 1st day of September 1986 between the County of Rockland and the Board of Trustees of Rockland Community College, the Employer, and the Rockland Community College Federation of Teachers, Local 1871, the Federation, provides as follows:

WHEREAS, it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Rockland and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

2. Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland to self organization and representation for collective negotiations on the terms and conditions of employment.

Now in consideration of the mutual obligations contained herein the parties agree to as follows:

ARTICLE 1 - Recognition

1.1 The Employer recognizes the Federation as the exclusive representative of all those employees determined to be in the appropriate negotiating unit through the end of the 1987-1988 college fiscal years (August 31, 1988). If no timely petition is filed with the Public Employment Regulations Board at least 120 days prior to the end of said fiscal year, this recognition shall continue until the end of the college fiscal year 1988-1989 (August 31, 1989).

ARTICLE 2 - Affirmation not to Strike

2.1 The Federation agrees that it shall not strike, cause, instigate, encourage or condone a strike during the term of this agreement.

ARTICLE 3 - Appropriate Negotiating Unit

3.1 The appropriate negotiating unit consists of the following employees in the unclassified service at Rockland Community College:

a. All members of the administrative staff
b. All members of the teaching faculty who:

(1) Hold academic rank
(2) Are paid a salary based on a full-time teaching contract
(3) Include in their duties the teaching of three or more hours
and (4) Who fulfill other departmental and faculty responsibilities

c. Librarians
d. Counselors
e. Teaching Assistants (group of classes)
f. Technical Assistants (group of classes)
g. Laboratory Assistants (group of classes)

Except:

a. The President of Rockland Community College
b. Vice Presidents
c. Deans
d. Executive Assistant to the President
e. Associate Deans
f. Assistant Deans
g. Controller
h. Assistant Controller
i. Bursar
j. Assistant Bursar
k. Projects Officer
l. Director of Special Finance Projects
m. Director of College Publications
n. Director of Campus Security
o. Director Institutional Research
p. Director of Management Information Services
q. Director of Administrative Data Processing
r. Director of Admissions
s. Director of College and Community Relations
t. Director of Financial Aid
u. Director of Special Instructional Programs
v. Director of Human Resources
w. Assistant Director of Financial Aid
x. Associate Registrar
y. Programmers of Administrative Data Processing
z. Coordinator of Student Life
AA). All other employees of the Employer working at Rockland Community College
BB). Assistant to the Dean
CC). Director of Development
DD). Director of Assessment

3.2 Any paraprofessional who was in the negotiating unit during the 1978-80 agreement will remain in the negotiating unit provided he/she is employed for a minimum of 18 hours per week during the academic year beginning September 1, 1980.
Further, any such paraprofessional who does not work a minimum of twenty-one (21) hours per week as of the close of business August 31, 1981 and on August 31 of each succeeding year, will not be included in the negotiating unit.

ARTICLE 4 - Duration

4.1 This Agreement shall be in full force and effect from September 1, 1986 through August 31, 1988. Negotiations for a subsequent Agreement shall commence no later than March 1, 1988.

ARTICLE 5 - Scope of the Agreement

5.1 It is understood and agreed by the parties to this Agreement, that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent juridiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

5.2 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 6 - Rights and Responsibilities of the Parties

6.1 Rights and Responsibilities of the Employer

6.11 Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, the Board of Trustees and executive officers of the Rockland Community College or in any way to reduce or abridge such authority.

6.12 The rights and responsibilities of the Employer include but are not necessarily limited to the following to the extent that the same are consistent with the terms of this Agreement:

a. To determine the standards of service to be offered by its offices, agencies and departments;
b. To direct employees of the College;
c. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees:
d. To relieve employees from duties because of lack of work, or for other legitimate reasons;
e. To maintain the efficiency of operations entrusted to them;
f. To determine the methods, means and personnel by which such operations are to be conducted;
g. To take whatever actions may be necessary to carry out the mission of the College.

6.2 Rights and Responsibilities of the Employees and the Federation

6.21 Employees within the negotiating unit shall have the right to form, join and participate in or refrain from forming, joining or participating in any employee organization of their own choosing free from interference, coercion, restraint, discrimination or reprisal.

6.22 The Federation has the right to represent all employees in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this Agreement. However, nothing in this agreement shall be construed as to preclude any employee, regardless of employee organization membership, from bringing matters of personal concern directly to the attention of the College in accordance with applicable law, rules and /or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.

6.23 The Federation has the right either as a representative of any employee or as an observer to have at least one but no more than two individuals present at all grievance or appeal hearings involving an employee who is determined to be in the negotiating unit. However, an employee shall have an unqualified right to choose his/her own representative or to determine that he/she does not want representation in a grievance or appeal hearing.

6.24 The Federation shall represent any employee within the negotiating unit concerning the terms of this Agreement whether or not such an employee is a member of the said Federation.

6.3 "The Employer and the Union agree not to discriminate against any employee or applicant for employment, nor perpetuate the effects of past discrimination, if any, against any employee in any term, condition or privilege of employment, including but not limited to, payment of wages, hours of work, assignment of jobs, seniority, promotions and upgrades, training, layoffs, recall, discipline, and discharge because of race, color, creed, national origin, age, sex, marital status, or disability."

ARTICLE 7 - Grievance Procedure

7.1 Basic Standards and Principles

7.11 Every employee (within the scope of this Agreement) shall have the right to present his/her grievance in accordance with the procedures prescribed herein, with or without a representative of his/her own choosing, free from interference, coercion, restraint, discrimination or reprisal.

7.12 It is a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this Agreement.

7.13 The President of Rockland Community College shall be responsible for carrying out the provisions of this procedure.

7.14 Grievances involving more than one employee (group grievances) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

7.15 The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged and shall be the rule rather than the exception.

7.2 Application

7.21 The provisions of this procedure shall apply to any alleged violation of this Agreement.

7.3 Consideration of Grievances

7.31 Employees and supervisors are expected to exhaust every administrative device to settle amicably all differences of opinion. An employee must initiate action under this procedure within a reasonable length of time after the occurrence of the alleged grievance.

7.32 In the interest of uniform procedure and to expedite handling, an employee shall present his/her problem or grievance through regular supervisory channels in the following order:

a. The First Stage - The Immediate Supervisor

The employee shall first request an interview with his immediate supervisor. The immediate supervisor shall within ten (10) business days hold an informal discussion with the employee. To the extent his authority permits him, the immediate supervisor shall make every attempt to arrive at an amicable settlement of the grievance. In any event a written determination shall be made and given to the employee within ten (10) business days after the informal discussion. If the supervisor is unable to resolve the grievance to the employee's satisfaction or if the matter is beyond the authority of the immediate supervisor, he shall advise the employee to submit his grievance in writing in accordance with the provisions of section (b) herein. The grievance statement shall be as brief as practicable and constitute a statement of fact as defined in Section II.

b. The Second Stage - Vice President of Instructional Services

If a grievance is not satisfactorily settled at the first stage, the employee may within ten (10) business days of notice from his immediate supervisor request a review by presenting said grievance in written form as a statement of fact to the Vice President of Instructional Services. The Vice President of Instructional Services shall meet with the employee and his representative, if any, within ten (10) business days after receipt of the grievance. The review shall be informal and every attempt shall be made to reach an amicable settlement. In any event, the Vice President of Instructional Services shall within ten (10) business days of the informal hearing give his determination in writing to the employee with copies to the President of Rockland Community College and the employee's immediate supervisor.

c. The Third Stage - The President of Rockland Community College

If a grievance is not satisfactorily settled at a lower stage, the employee may within ten (10) business days of the date of the notice of the determination at the second stage request a review by the President of Rockland Community College or a member of his staff designated by the President of Rockland Community College to act in his behalf. However, the person so designated by the President of

Rockland Community College shall not have been involved in the first or second stage of the grievance. An agreed upon statement of facts may be submitted jointly by the employee and his supervisor, or each shall submit separate statements. The President of Rockland Community College or his designated staff member, shall meet with the employee and his representative, if any, within ten (10) business days after receipt of the grievance. The review shall be informal, except that a written record must be maintained of the review. Such record shall constitute an adequate summary of the review and need not be a verbatim transcript.

In any event, the President of Rockland Community College shall within ten (10) business days after the review give his determination in writing to the employee together with a copy of the written record of review.

d. Appeal from the President's Determination

1. Upon failure to resolve his/her grievance satisfactorily at the third stage, the employee may appeal in writing to the Grievance Board within fifteen (15) business days of notice of the President's determination. The appeal request shall be a statement of fact as defined in Section 7.8 and shall be filed with the employer, the Rockland County Personnel Office and The Federation.
2. Upon receipt of the appeal from the employee, the employer shall file with the Grievance Board all records pertaining to previous actions and determination concerning the grievance.

7.4 Grievance Board

7.41 The Grievance Board consist of three (3) members.

a. One member shall be appointed by the Employer for an indefinite term to serve at his/her pleasure.
b. One member shall be appointed by the Federation for an indefinite term to service at their pleasure.
c. The two members so appointed shall select the third member from the community as an impartial arbitrator. If they cannot agree on the choice of the third member within two (2) business days after receipt of a grievance, a panel of five (5) names shall be requested from PERB. Upon receipt of the list of names, the Employer's and the Federation appointees shall select one (1) name. If they cannot agree on one (1) of the listed arbitrators, then the Employer's appointee and the Federation appointee shall each strike out one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.
d. The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.

e. The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.
f. If any member of the Board shall have been directly or indirectly involved in a grievance pending before the Board, he shall immediately disqualify himself/herself from participating in any deliberation or voting on the determination of that grievance. A new member shall be appointed to serve in his place as herein provided, until a final determination is made of the particular grievance.
g. A quorum of the Board shall consist of the full Board. Two concurring votes shall prevail in all matters before the Board.
h. The Employer shall provide a suitable place of meeting. Members of the Board, except for the arbitrator, shall serve without pay.
i. The fees and expenses of the arbitrator, and the cost of stenographic services shall be shared equally by the Employer and the Federation.

7.42 Scope of Authority and Power

a. The Grievance Board is empowered to receive, investigate, adjust and adjudicate grievances submitted to it in accordance with this procedure. The jurisdiction of the Board is limited to grievances of the Employees within the negotiating unit.
b. The Board may conduct a hearing; take testimony of the parties and their witnesses; receive documents or other papers submitted to it; summon any and all persons considered necessary to the equitable adjustment of the grievance; and establish rules for the conduct of its proceedings and hearings not inconsistent with the provisions of this grievance procedure.
c. The Board shall neither add to, detract from, nor modify the language of this agreement in arriving at the determination of any issue that is presented for determination.
d. The Board shall expressly confine itself to the precise issues submitted for determination and shall have no authority to determine any other issue not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

7.43 Procedure

a. The Board shall not be bound by formal rules of evidence.
b. The Board shall conduct a hearing within fifteen (15) business days of receipt of an appeal. It shall give at least three days notice of the time and place of such hearing to the employee, the employee's representative, if any, the Federation and the President of Rockland Community College or his/her designee, all of whom shall be entitled to be present and to be heard at the hearing. Such hearing may be conducted by any one or more

members of the Board, designated by the Board to act on its behalf; provided however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its report.

c. New evidence, testimony, or argument, as well as any documents, exhibits or other information submitted to the President of Rockland Community College at the hearing held by him/her may be introduced at the hearing by the employee, by the President, or his/her designee or upon the request of the Grievance Board.

d. The hearing may be adjourned from time to time by the Grievance Board if in its judgment such adjournment is necessary in order to obtain material evidence. The total of all such adjournments, however, shall not exceed ten days, except that adjournments consented to by both the employee and the appointing authority shall not be counted in determining the total days of adjournments as herein limited.

e. Within ten (10) business days after the conclusion of the hearing, the Board shall issue a written report containing a statement of the Board's finding of fact, conclusions and determinations. The Board shall send a copy of its report to the President, the aggrieved employee, his representative, if any, and the County Attorney.

f. The President and the employee shall comply with the decisions of the Board, except in matters requiring additional expenditure of department funds for which there is no current budgetary allotment. Such cases will be referred to the Employer for appropriate action.

7.5 Time of Hearing

All hearings as well as all discussions between an employee and his supervisor or the President shall insofar as practicable, be conducted during working hours. Employees whose attendance is required shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

7.6 Time Limits

7.61 Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance if on the part of the employee: If on the part of the immediate supervisor, V.P. of Instructional Services or the President, shall be deemed a determination resolved against the employee. The employee shall then be entitled to appeal to the next stage or directly to the Grievance Board, as the case may be.

7.62 Time limits may be extended by mutual consent for a period not to exceed ten (10) business days.

7.7 Levels of Supervision

7.71 The fact that this procedure provides for three (3) stages for the resolution of a grievance before submission of a grievance to the Grievance Board shall not bar orderly processing of a grievance in departments or offices where only one or two levels of supervision exist. Where there are less than three distinct levels of supervision, including that of the President, then for the purposes of this procedure, a grievance shall be considered to have been properly processed when a written determination on the disposition of the grievance is given to the emloyee by the President. The minimum time limits shall be those established for the first and third, or third stages, respectively, as may be applicable.

7.8 Definitions

Appeal is the process or procedure by which an employee presents to the Board a grievance on which the employee has received a written determination from the President of Rockland Community College with which he is not satisfied.

Board means the Grievance Board created by this procedure.

Employee means any person determined to be within the appropriate negotiating unit directly employed and compensated by the Employer.

Immediate Supervisor means the employee or officer on the next higher level of authority in the department or office wherein the grievance exists and who normally assigns and reviews the employee's work, approves his time record or evaluates his work performance by or with the designation of the President of Rockland Community College.

President means President of Rockland Community College.

Representative means the agent selected by the employee or a group of employees in the case of group grievances, to act in his or their behalf in the processing of a grievance.

Stage means a step of the procedure involving contact between the employee and a representative of management as a result of which a decision on the grievance is made. A stage is considered to have been completed when a written determination is given to the aggrieved employee.

Statement of Fact means a written summary of the alleged grievance and shall be in the following form:

a. The name, home address, title and work location of the aggrieved;
b. A recital of the circumstances or conditions alleged to constitute the grievance;
c. The specific remedy or relief sought;
d. A summary of actions taken and of determinations made at previous stages with respect to said grievance.

7.9 Sole Arbiter

Notwithstanding any provision to the contrary contained herein, the parties hereto by mutual agreement may consent that a sole arbiter be used in the place and stead of the Grievance Board provided for in this Article.

ARTICLE 8 - Governance

8.1 The President of Rockland Community College or his/her designee for personnel and industrial relations matters shall engage in consultation with the Executive Committee of RCCFT at meetings to be held not less than once a month. Matters that are the subject of current negotiations shall not be discussed.

8.2 Such meetings shall be held at noon on the third Friday of each month except that variations may be made in case of unforeseen circumstances.

8.3 The matter of Promotions and Terminations is within the realm of concern of the Faculty Senate unless otherwise specifically stated in this contract.

ARTICLE 9 - Leave Without Pay

9.1 General - The Board of Trustees upon the written recommendations of the President may grant a leave of absence without pay to an employee within the negotiating unit who has submitted a written request for such leave, not to exceed one year. Such leave must be for a specific period of time; however, the employee and the President may mutually agree to terminate such leave prior to its expiration.

9.2 Maternity Leave

9.21 A pregnant faculty member, holding other than a temporary appointment, upon written request shall be granted a leave of absence without pay for a period of time not to exceed the next two (2) consecutive semesters (excluding the summer session) following the birth of the child, however, a faculty member who has received notice of non-renewal of her contract shall not be entitled to such leave. The faculty member shall notify the President in writing of her desire to return to work two (2) months prior to the first day of the semester in which she plans to return to work. She shall then enter into a contract for such employment within twenty (20)

days after said notification. Such period of time may be modified as to duration with the consent of the President.

9.22 A physician's statement as to the fitness of the faculty member for the performance of her duties may be required at any time before her leave commences, and may be required prior to the employee's return to duty.

9.23 The period of such leave shall not be included in any period required to establish eligibility for tenure or promotion.

9.24 Teaching Assistant, Technical Assistants and Laboratory Assistants in the unit shall be afforded maternity leave and pregnancy disability as required by law.

9.3 Leave for Adoptive Parent

9.31 A faculty member who adopts a child, holding other than a temporary appointment, upon written request shall be granted a leave of absence without pay for a period of time not to exceed the next two (2) consecutive semesters (excluding the summer session) following the date of custody of the child. However, a faculty member who has received notice of non-renewal of contract shall not be entitled to such leave. The faculty member shall notify the President in writing of the desire to return to work two (2) months prior to the first day of the semester in which the employee plans to return to work. The faculty member shall then enter into a contract for such employment within twenty (20) days after said notification. Such period of time may be modified as to duration with the consent of the President.

9.32 The period of such leave shall not be included in any period required to establish eligibility for tenure or promotion.

9.4 Leave for Librarians and Counselors - Librarians and Counselors may be granted unpaid leaves of absence during the month of July and/or August. Such leaves may be granted by the President after conferring with the Executive Vice President and the Dean of Students to determine the effect of such leaves on the services provided. If such a leave is granted, a salary reduction of one twelfth (1/12) shall be made from the annual salary (for each month of leave granted) of the individual to whom leave is granted.

ARTICLE 10 - Leaves of Absence with Pay

10.01 Sabbatical Leave

10.011 Policy - Sabbatical leaves for professional development may be made available to members of the teaching staff, (does not include Teaching Assistants, Tehnical Assistants and Laboratory

Assistants) Librarians, counselors and administrators who meet the requirements set forth in this section. The objectives of such leave is to increase each such person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

10.012 Purpose - Sabbatical leaves may be granted according to the following criteria:

a. To complete the doctoral dissertation.
b. To do research and writing on any academic subject or to engage in any genre of creative writing.
c. To prepare a new course for the college by reading, traveling and study. The course should be approved by the college before leave is applied for.
d. To accomplish a project of painting, music or work in any of the arts that might lead to further professional development and recognition.
e. To undertake a specific research project, for example: a college librarian might wish to investigate how the library is succeeding in terms of its long-range goals.
f. To learn of or observe new or existing programs of methods of instruction, organization, etc. at other institutions.
g. To enroll in graduate studies.
h. To engage in planned travel in connection with one's academic or professional improvement.

10.013 Eligibility - Members of the teaching staff, (does not include Teaching Assistants, Technical Assistants and Laboratory Assistants) librarians, counselors and administrators who have continuous appointments and completed at least six consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, leaves of absences, and periods of less than full time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service. Sabbatical leave shall not be cumulative except that by mutual agreement between a faculty member and the President, an approved Sabbatical leave may be postponed for a period not to exceed two years.

10.014 Terms and Conditions - Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary or such other equivalent terms as shall be approved by the President.

10.015 Applications - The matter of applications and ranking of applications for Sabbatical leaves is within the realm of concern of the Faculty Senate.

10.016 Approval

a. The President shall grant Sabbatical leaves as he may deem valuable normally from among those persons recommended by the Committee on Sabbatical Leaves of the Faculty Senate, provided there are sufficient monies appropriated to provide for the payment of salaries to faculty members on Sabbatical leave and his/her substitute if one is necessary. Every effort will be made to provide notice to faculty members of approval of Sabbatical leave at the earliest possible date in the spring semester prior to the academic year in which the Sabbatical leave is to be taken, but in no case later than April 1. It is understood and agreed that nothing herein precludes cancellation of an approved Sabbatical leave in the event of budget limitations or for any other unforeseen essential reason.

b. As a condition of approval, the President may require that the faculty member concerned sign a contract stipulating that the faculty member will return to the teaching staff of Rockland Community College for a period of at least one year upon the termination of Sabbatical leave. If the faculty member fails to return to Rockland Community College and complete one full academic year of service, he must repay the full amount of salary received while on Sabbatical leave.

10.18 The President of the RCCFT and the President of the Faculty Senate shall be notified of those faculty members being granted sabbatical leave by the Board of Trustees by April 1.

10.02 Sick Leave

10.021 All faculty members within the negotiating unit described in Article 3 earn sick leave at the rate of three (3) days for each completed month of employment to be credited on the last day of each month: provided, however, that such faculty members who are in their first year of employment shall receive a sick bank of thirty (30) days effective at the commencement of their employment. This article shall not apply to faculty members holding temporary appointments.

10.0211 Paraprofessionals who have worked at least six (6) months and who are in the bargaining unit (exclusive of overtime), shall begin accruing sick days at the rate of one day for each month of employment to be credited on the last day of each month to an

accumulated total of sixty (60) working days. Sick leave may not be claimed for those months the employee does not normally work. During the first six (6) months of employment paraprofessionals shall be entitled to one (1) sick day.

10.022 A faculty member shall not earn such leave credit during any month such faculty member was absent on leave for one half or more of the month.

10.023 Sick leave shall be authorized in the event of illness or other physical disability of the faculty member up to the full extent of the accumulated sick leave credits. Included within the term disability is the child bearing stage of pregnancy. Unused sick leave credits may be accumulated up to a maximum of 180 days. Faculty members in the unit shall be notified of their sick leave status and unused accumulated days, if any, within 30 days after the beginning of the fall semester.

10.0231 The Federal Equal Opportunity Commission recognizes three stages of pregnancy for determining when a pregnant faculty member is disabled. They are the dormant, the child bearing, and the child rearing stages. Job disability is associated with the child bearing stage only and requires the certification of a duly licensed physician stating that the faculty member is unable to continue to perform the normal and usual duties and responsibilities of her position. The determination that a job disability no longer exists also requires the certification of a duly licensed physician.

10.024 The faculty member is responsible for notifying his chairperson or immediate supervisor each time sick leave is to be taken and the reason therefor. Advance notification shall be given whenever possible.

10.025 During the absence of faculty members on sick leave, the department chairman or immediate supervisor shall make appropriate arrangements for carrying on the activities of his department with due regard for the reasonable work load of the other members of the department. Provided that no member of the department shall be required to substitute for more than one week per semester without pay. Such faculty members on sick leave shall not be required or permitted to contribute towards the salary of substitutes during their absence.

10.026 Five (5) days of unused sick leave in any academic year, for those faculty members of the unit employed on an academic year basis, or the fiscal year for all other faculty members in the unit may be authorized in the event of the following:

a. Illness or disability of a member of the faculty member's immediate family (parent, sibling, spouse or dependent child

domiciled in faculty member's home) which circumstances requires the faculty member's presence.

b. Death of a parent, spouse, child, sibling, Grandparent, Father-in-Law or Mother-in-Law.

10.03 Extended Sick Leave

10.031 In unusal circumstances, substantiated specifically by adequate medical reports, the President may recommend for approval by the Board of Trustees, extension of sick leave for an additional period of time not to exceed 120 days after all other earned leave credits have been exhausted.

10.04 Leave for Court and Jury Attendance

10.041 On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, a faculty member shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this section shall not apply to any absence by a faculty member occasioned by such an appearance if he is a party to an action.

10.042 Teaching Assistants, Technical Assistants and Laboratory Assistants shall be granted leave for jury service as required by law.

10.05 Vacation

10.051 All faculty members within the negotiating unit described in Article 3 shall be granted 30 calendar days of vacation every 12 months after completing 11 months of continuous service except:

a. Members of the faculty appointed for an academic year.
b. Faculty members holding temporary appointments.

Provided however, that if a counselor or librarian applies for and is granted a leave of absence without pay for a period not to exceed 30 calendar days within the fiscal year such leave shall not affect his eligibility for such vacation.

10.052 Vacation leave shall not be cumulative and unless taken in each subsequent period of 12 months after the completion of 11 months of continuous service, vacation leave shall be cancelled except that the same may be extended by mutual agreement between the faculty members and the President.

10.053 The time at which vacation may be drawn by a faculty member shall be subject to prior approval by the President or his/her designee. The request of a faculty member with respect to such time shall be

honored by the President or his/her designee to the fullest extent possible consistent with the effective operation of the College. Normally, vacation will be taken for the total amount. However, a faculty member may, with the approval of the President or his/her designee, utilize his vacation leave in such lesser amounts and at such times as may be jointly agreed to by the faculty member, the President or his/her designee.

10.055 A faculty member unilaterally violating or breaking a contract shall not be entitled to vacation leave.

10.056 Librarians and Counselors shall be granted a day off from duty on the day following Thanksgiving and on days the school is closed for emergency reasons, including snow days. When compensatory time is granted, this time may be accumulated and may be used as additional vacation days. The Director of the Library and the Dean of Students, under the direction of the Executive Vice President shall be responsible for maintaining accurate records for this purpose.

10.06 Personal Leave

10.061 Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the faculty member to absent himself/herself from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation.

10.0611 Each employee within the negotiating unit described in Article 3 shall be granted one (1) day of personal leave each fiscal year provided he is employed prior to the last quarter of the fiscal year.

10.0612 In unusual circumstances a facuty member may be granted two (2) additional days of personal leave during the fiscal year provided that said faculty member is employed prior to the last quarter of the fiscal year. Such leave may be drawn upon three (3) days written notice whenever possible and at a time convenient to and approved in advance by the Department Chairperson or immediate supervisor and the Vice President of Instructional Services or his/her Designee. The Department Chairperson or immediate supervisor shall make appropriate arrangements for carrying on the activities of his/her department with due regard for the reasonable work load of the other members of the department.

10.0613 Personal leave is not cumulative and unused leave will be cancelled at the end of the period in which it was granted.

10.07 Worker's Compensation

10.071 A faculty member who is determined by the President to be unable to perform the usual and normal duties of his employment because of occupational injury or disease as defined in the Worker's Compensation Law, and as a result thereof is necessarily absent from work, and files a claim therefor with the Worker's Compensation Board, shall be allowed leave from his position with full pay for any period of absence not to exceed three months from the date of such disablement as determined by the Worker's Compensation Board. Such leave may be extended in the discretion of the Employer for any period of absence not to exceed six months from the date of such disablement. Such leave shall not be charged against accumulated sick leave credits.

10.072 Worker's Compensation benefits for wage or salary compensation to which the faculty member is or may be entitled for any period for which the faculty member is receiving or had received pay from the Employer under the provision of this section shall be assigned by the faculty member to the Employer as reimbursement for wages paid. A faculty member who received a check for such compensation benefits from the Worker's Compensation Insurance Company for any period for which the faculty member is entitled to benefits from the Employer under the provisions of this section shall within five days thereafter convey said check to the Employer after duly endorsing same, or shall reimburse the Employer for the amount of said check. Receipt and deposit by a faculty member of such Worker's Compensation benefits without reimbursement to the Employer as provided for herein shall be deemed to be a waiver of such faculty member of the benefits provided for in this section, and the Employer may take whatever action it considers necessary to recover payments it has made to the faculty member under provisions of this section.

10.073 Before Granting leave with pay pursuant to the provisions of this section, the President may require such proof of the faculty member's inability to perform the usual and normal duties of his employment as he may deem necessary.

10.074 If the faculty member's claim for benefits under the Worker's Compensation Law is controverted by the Worker's Compensation Insurance Company the faculty member shall not be entitled to leave under this section. If final determination of the controverted claim is in favor of the faculty member, he/she shall be entitled to receive the benefits of this section as if such claim had never been controverted.

10.075 Leave under this section may be withheld or terminated if the President determines that the occupational injury or disease suffered by the faculty member is of such a nature as to permanently incapacitate him from performing the duties of his position.

10.076 A faculty member who receives full pay for any period leave under this section shall earn vacation, personal and sick leave credits during such period.

10.077 Upon request of the faculty member to resume his employment at or prior to the expiration of the maximum period of allowed leave, the President may require the faculty member to undergo medical examination by a physician designated by the President and at the expense of the Employer before the faculty member may be permitted to resume his/her employment in order to establish that such faculty member is physically and mentally able to perform the usual and normal duties of his employment without jeopardizing the health and safety of other faculty members as well as his/her own.

10.078 In order to enable the President to make such determinations as are authorized or required under this section, the President may require a faculty member at any time to be examined by a physician designated by the President at the Employer's expense.

10.079 This section shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

ARTICLE 11 - Miscellaneous Working Conditions

11.01 Copies of all materials placed in the personnel file of a faculty member will be provided to the individual faculty member.

11.02 The individual faculty member shall sign each evaluation report and be permitted to file a written reply to any portions of such report to which the faculty member may take exception.

11.03 Faculty member's personnel files shall be confidential, but any faculty member shall have the right to review his/her own personnel file in the appropriate office at any reasonable time and he/she may be accompanied by an advisor of his/her own choice, except that material from previous employers and former professors shall be privileged and not available to the individual faculty member.

ARTICLE 12 - Collection of Dues

12.01 Upon the written authorization of the employee concerned and unless he/she subsequently revokes such written authorization, the Employer shall deduct membership dues from the employee's bi-weekly pay in the amounts specified in the written authorization. The amounts deducted shall be forwarded to the Federation at regular intervals.

12.02 All present full-time faculty whose employment at R.C.C. became effective on or after September 1, 1981 and who are not dues-paying members of RCCFT will have an agency fee deducted from their bi-weekly pay in the amount specified by RCCFT.

12.03 All full-time faculty whose employment at R.C.C. becomes effective on or after September 1, 1984 and who are not dues-paying members of RCCFT will have an agency fee deducted from their bi-weekly pay in an amount specified by RCCFT.

12.04 All full-time faculty who are dues-paying members of RCCFT on or after September 1, 1984 and who thereafter resign such membership will have an agency fee deducted from their bi-weekly pay in an amount specified by RCCFT.

12.05 All present full-time faculty whose employment at R.C.C. became effective prior to September 1, 1981 and who are not presently dues-paying members of RCCFT will not be required to become members of RCCFT nor will an agency fee be deducted from their salaries without their consent.

12.06 The amount of the agency fee to be deducted pursuant to any of the above will be based upon approved schedules submitted to RCC by RCCFT. Any amounts deducted shall be forwarded to the Federation at regular intervals.

12.07 A list of all full-time faculty who are dues-paying members of RCCFT as of the date of this contract will be submitted to RCC by RCCFT for record-keeping and verification purposes.

12.08 Pursuant to and in compliance with Section 208, Subdivision 3 of the Civil Service Law of the State of New York, the Federation asserts it has adopted an agency fee refund policy.

ARTICLE 13 - Academic Calendar

13.01 The Academic calendar shall be formulated by the President after he/she has submitted a proposed calendar to the Faculty Senate for its consideration and recommendation, pursuant to the procedures established by the Faculty Senate.

ARTICLE 14 - Tenure

14.01 Tenure shall be awarded to members of the teaching staff, and to Librarians and Counselors upon the granting and signing of a contract for the fifth consecutive year of full-time service at Rockland Community College.

Librarians, Counselors and Members of the teaching staff, with Master's degrees or Doctorate degrees, shall be awarded tenure upon the granting and signing of a contract for the fourth consecutive year of full-time service at Rockland Community College.

"Tenure shall be awarded to members of the teaching staff and to Librarians and Counselors upon the granting and signing of a contract for the fifth consecutive year of full-time service at Rockland Community College for those members who are hired starting September 1, 1986 or thereafter"

14.02 In computing consecutive years of service for the purpose of this Article, leaves of absences without pay, extended leaves pursuant to Section 3 of Article 10 and periods of less than full-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

14.03 Granting such tenure shall be subject to the following:

14.031 Members of the teaching staff whose responsibilities are solely instructional shall accrue service, for tenure purposes, for the contract year when they are teaching a full-time load, according to the norms of the department and the college.

14.032 Members of the teaching staff whose responsibilities include teaching and other institutional service shall accrue service, for tenure purposes, in the contract year, if such service is primarily academic. The determination of whether such service is primarily academic shall be the responsibility of the President and shall be so indicated upon the contracts granted for that year's service.

14.035 When the granting of tenure is advantageous to the College, under conditions other than those set forth hereinabove, the Board of Trustees, upon recommendation of the President, may grant such tenure. The president shall review prior teaching experience and other appropriate experience of all non-tenured faculty for the purpose of determining whether early granting of tenure would be beneficial to the College.

ARTICLE 15 - Termination of Services

15.01 Temporary Appointments

The service of members of the faculty having temporary appointments may be terminated at will by the President of the College, notwithstanding any other provision of this article.

15.02 Term Appointments

15.021 The decision of the Board to reappoint or not to reappoint persons with term appointments, when such reappointment would not confer tenure, shall be communicated in writing to the person affected not later than March 15 preceding the expiration of the first full year of service and not later than December 1 of each succeeding year. In the event that persons covered by this provision are not advised of their renewal status on the dates indicated above, or are not provided with reasons as to why such notice is being delayed for a reasonable period, their services shall be presumed to have been retained. Nothing herein, however, is to be construed as precluding reasonable delays or even changes in such determinations due to budget uncertainties, unforeseen budget cancellations and impairment.

15.022 The decision of the Board to reappoint with tenure or not to reappoint for the fifth full year shall be communicated in writing to the person affected not later than December first preceding the expiration of the fourth full year of service. However, during the fourth consecutive term appointment failure to notify members of the faculty of non-renewal by the dates specified in this section shall not serve to automatically grant tenure to such members nor shall it automatically indicate non-appointment for tenure.

15.0221 For those members of the teaching staff, Librarians and Counselors with Master's Degrees or Doctorate Degrees, the decision of the Board to reappoint with tenure or not to reappoint for the fourth full year shall be communicated in writing to the person affected not later than December 1 preceding the expiration of the third full year of service. However, during the third consecutive term appointment, failure to notify members of the faculty of nonrenewal by the dates specified in this section shall not serve to automatically grant tenure to such members nor shall automatically indicate non-reappointment for tenure.

15.023 Grievances relating to notification under the terms of this Article shall address themselves only to the timeliness of notification and shall begin at the second stage of the Grievance Procedure as outlined in Article 7.

15.03 Termination for Age

Members of the faculty shall be retired at age 70.

15.04 Termination for Physical or Mental Incapacity

Members of the faculty may be retired and their services terminated by the Board of Trustees, after receipt of the recommendation of the President and upon medical advice, for mental or physical incapacity which prevents such person from adequately performing their duties.

15.05 Termination for Cause

15.051 Grounds - The services of members of the faculty other than those holding temporary appointments may be terminated at any time for cause, which shall consist of inadequate performance of duties or misconduct, after such notice and opportunity to be heard as are provided by this section.

15.052 Notice - When the President has information or received a complaint against a member of such faculty containing allegations which, if true, might serve as grounds for dismissal for cause, and he deems such information or complaint to be substantial, he shall discuss it with the person concerned and shall make further investigation as he deems appropriate. If the President determines that termination for cause is warranted, he shall serve upon the person concerned a written statement of the charges against him.

15.053 Request for Hearing - Final action shall not be taken on such charges until after the expiration of 15 days from the date of service of such notice upon the person charged, during which time he may make a written request to the President for a hearing before the Committee on Terminations. If he makes such a request, he shall be given a hearing as hereinafter provided. If the person charged does not request a hearing, the President may direct that such a hearing be held.

15.0531 If a hearing is not requested or not directed to be held, then the President shall make a final determination on the appropriate action, including dismissal, which is to be taken.

15.0532 If hearing is requested or directed to be held, all documentation, and/or other evidence pertinent to the charge or complaint shall be forwarded by the President to the Committee on Terminations of the Faculty Senate within seven (7) business days after receipt of a request for a hearing or the direction to hold a hearing. If the Faculty Senate fails to create said committee then a Committee on Terminations shall be appointed by the President.

15.06 The Committee on Terminations, upon receipt of the documentation and/or evidence from the President, shall schedule a hearing within seven business days from the receipt of such documentation. The hearing may be adjourned from time to time by mutual agreement between the accused faculty member and the Committee. However, in no event shall the proceedings last longer than ten (10) business days.

15.07 Conduct of Hearing

The President or his designee or both and the faculty member charged shall be entitled to be present at the hearing, to be represented by persons of their own choice, to present witnesses on their behalf, and to confront and question witnesses. All testimony at such hearings shall be under oath. A stenographic record shall be taken of each such hearing.

15.08 Findings and Recommendations

Upon the completion of its hearing, the Committee shall make a written statement of its findings with respect to the charges and shall also make a written recommendation and shall thereupon submit to the President the stenographic transcript of the proceedings, statement of its findings and its recommendation within ten (10) business days after the receipt of the transcript.

15.09 Review by the Board of Trustees

The Board of Trustees shall review the findings and recommendations of the Committee on Terminations and shall make the final determination on the appropriate action to be taken.

15.10 Failure to Attend a Hearing

If the person charged willfully fails to attend a hearing of the Committee, the President may take such action as he deems appropriate. There shall be no right of appeal from such action.

15.11 Suspension

If the president deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his position and no disciplinary action against him is taken, he shall be paid the salary which he otherwise would have received during the period of such suspension.

15.12 Termination in Event of Program Retrenchment

The services of any member of the faculty may be terminated in the event of a program retrenchment. In such cases the emloyment of the least senior member in the department in areas of their competence, or in the area involved in areas of their competence shall be terminated. If the person whose position is terminated is tenured, he shall be placed upon a preferred eligibility list for two years in that position as established in that rank. If this person is rehired, his rank and salary shall be as if his service had been continuous. Seniority shall be determined by years in service. If years in service are equal, seniority shall be determined by rank.

ARTICLE 16 - Curriculum

16.01 The Board of Trustees shall adopt the curriculum upon the recommendation of the President after he has consulted with the Faculty Senate.

ARTICLE 17 - Promotion and Rank

17.01 Promotion to the rank of Assistant Professor from the rank of Instructor will be automatic for all members of the teaching staff, Librarians and Counselors granted tenure.

17.02 If a tenured Lecturer is promoted to the rank of Instructor, he shall be automatically promoted to the rank of Assistant Professor upon completion of one year in the Instructor's rank.

17.03 Rockland Community College is mindful of the distribution of ranks as suggested by the Standards for Two-Year Community College under the Program of the State University of New York.

17.04 Rank qualifications as determined by the Board of Trustees shall accompany each person's contract letter.

ARTICLE 18 - Program and Workload

18.01 Commencing with the Fall term 1980, the weekly workload for full-time teaching faculty shall be up to sixteen (16) contact hours per week per semester to a maximum total of thirty-one (31) contact hours for the Fall and Spring semesters combined. In the English Department, composition courses shall count as 4.0 contact hours for the purpose of determining full-time teaching faculty workload. Owing to the extraordinary duration of these contract negotiations and the impracticability of retroactive implementation of changes in already-performed contact hours, the implementation of this provision (in respect to the English Department) shall become effective for the semester following the ratification of this agreement.

18.011 Present practices shall be continued in the Freshman Seminar and programs with clinical field work except as specified hereinafter.

18.012 In Nursing, the weekly workload shall be up to fifteen (15) classroom contact hours or up to twenty-four (24) clinical hours or any proportional combination of the two. (A clinical hour is 52.5 minutes). The conversion table to be used is as follows:

Contact Hours	(52.5 Min. Hr.) *Clinical Hour	*(60 Minute) Hour
0	24.0	21.
1	22.4	19.6
2	20.8	18.2
3	19.2	16.8
4	17.6	15.4
5	16.0	14.0
6	14.4	12.6
7	12.8	11.2
8	11.2	9.8
9	9.6	8.4
10	8.0	7.0
11	6.4	5.6
12	4.8	4.2
13	3.2	2.8
14	1.6	1.4
15	0.0	0.0

*Exlcusive of Scheduled Breaks

18.013 In the Human Services Department the weekly workload shall be up to fifteen (15) classroom contact hours or up to twenty-four (24) clinical hours or any proportional combination thereof. Twenty-four (24) clinical hours is the equivalent of a maximum of one hundred students being supervised in the field.

18.014 In Physical Education the weekly workload shall be up to fifteen (15) classroom contact hours in the theory and/or lecture courses (as determined by the Department Chairperson and V.P. of Instructional Services), twenty four (24) contact hours of instruction and supervision, or any proportional combination thereof. The maximum combination of hours in any "ten week module" shall be up to a maximum of twenty (20) contact hours. Schedules shall be arranged so that there is no more than seven (7) hours from the start of the first class to the end of the last class in a day. No one shall be required to teach more than four (4) hours without a lunch break of at least thirty (30) minutes.

Class hours shall be during the regular day division hours, except that Section 19.05 shall be applicable if a faculty member's workload falls below an accumulated total of fourteen (14) contact hours in any semester. If the hours in any "ten week module" go above eighteen (18) contact hours, office hours as set forth in Section 19.01 for the "ten week module" shall be waived.

18.015 The Administration will endeavor to achieve a norm of 30 students per class at the end of the drop-add period or one (1) week after the commencement of classes.

18.016 The Administration shall endeavor to achieve a norm of twenty five students per class in English Composition classes.

18.02 The Chairpersons of departments shall receive a reduction in their weekly teaching load of 6 contact hours.

18.03 Full-time faculty in Music and Science shall have first choice in teaching theory courses and shall teach laboratory and studio components only when needed to round out a full teaching load.

18.04 As determined by the Department Chairperson and the Vice President for Instructional Services, full-time faculty in Art shall have first choice in teaching theory courses and shall teach studio components only when needed to round out a full teaching load.

ARTICLE 19 - General Provisions

19.01 The teaching staff shall have 5 office hours each week as approved by the Vice President of Instructional Services.

19.02 No member of the faculty shall be required to serve on more than one faculty committee.

19.03 The Vice President of Instructional Services shall approve the programs and teaching assignments of the teaching staff after consultation with the chairperson of the respective departments. Program and teaching assignments shall be governed by seniority within departments in areas of competence.

19.04 The number of preparations shall be kept to a minimum each semester and ordinarily preparations shall not exceed 3 per semester.

19.05 No full-time faculty member shall be required to teach in the evening as part of his/her full-time teaching load unless he/she agrees at the time of hiring, or unless a full-time teaching load is not available during the day in his areas of competency.

19.06 Members of the teaching staff will not be assigned any duties during any part of the inter-session period unless notified by Rockland Community College to the contrary prior to the examination period unless an emergency condition develops.

19.07 The extra-curricular activities of (a) directing dramatics, (b) advising the school newspaper, and (c) coaching a debating team shall not be required of the faculty nor considered as part of a teaching load.

19.08 Librarians and Counselors shall work a maximum of 35 hours a week. The Director of the Library and the library staff shall work out an agreeable work schedule for Librarians. The Dean of Students and the counseling staff shall work out an agreeable work schedule for Counselors. The scheduling shall be subject to the general direction of the President or President's Designee.

19.09 The period of employment of Administrators, Counselors and Librarians shall be 12 months commencing September 1st and ending August 31st, except as otherwise provided by the terms of their appointment. They shall be entitled to the following holidays: Christmas, New Year's Day, Memorial Day, Independence Day and Thanksgiving and Labor Day.

19.091 Teaching Assistant, Technical Assistant and Laboratory Assistant shall be entitled to the following holidays: Thanksgiving and Memorial Day or another holiday in lieu of Memorial Day designated by the President in the Spring semester.

19.10 The period of employment for the teaching staff shall be for the academic year except as otherwise provided by the terms of their appointment. Teaching faculty who work during July and August in connection with new student advisement or placement testing shall be paid at the rate of $7.50 per hour.

19.11 The rank of Lecturer shall be effective September 1, 1970 and the faculty members of the appropriate negotiating unit described in Article 3 employed as of June 1, 1970 shall not be affected thereby.

19.12 Full-time day session faculty will have first choice by seniority in the department on courses in the area of their competence offered in the Evening and Summer sessions and first choice on overloads in the day session provided it does not prvent rounding out full-time teaching loads.

19.13 The Chairperson of the Department, with the approval of the Vice President of Instructional Services may permit full-time day session faculty to teach two (2) courses per semester at Rockland Community College, above their normal workload.

19.14 During his/her contract period, no person in the appropriate negotiating unit may undertake outside employment without the expressed consent of the Vice President of Instructional Services.

19.15 The Collee and the Federation will continue to seek improvement in the professional development of the faculty through encouraging and supporting, insofar as possible, conferences, workshops, graduate study, experience, and other methods of professional development toward the improvement of teaching and new approaches to curriculum.

19.16 Classification or reclassification action affecting paraprofessionals by the Administration shall not be subject to the grievance procedure.

19.17 The Federation shall receive a print out of all day and evening courses given by Rockland Community College when available to the Administration.

Article 20 - General

20.01 1. Raise faculty to agreed upon minimum salary levels as follows:

	1986-87	1987-88
Instructor	$19,100	$20,200
Asst. Prof.	20,100	21,300
Assoc. Prof.	22,300	23,600
Professor	29,700	31,500

2. 1986-87 Raise
   6% Across the Board
3. 1987-88 Raise
   6% Across the Board
4. Paraprofessional Raises:
   1986-87 6%
   1987-88 6%
5. Administration reserves the right to hire new faculty at the step of their choice.

20.02 Promotions - Effective September 1, 1984

Promotions will be awarded as a one (1) time award (not accrued on base) in the following amounts:

Instructor to Assistant Professor	$ 500
Assistant Professor to Associate Profesor	1,000
Associate Professor to Full Professor	2,000

Faculty promoted will receive the above award distributed over the year according to the 22 or 26 payroll payment plan the faculty member selected.

20.03 Administrators

The President shall have the right to make specific appointments with regard to Administrators, at any salary above the minimum salary of Administrators employed as of September 1, 1986 and below the maximum salary of Administrators employed as of September 1, 1986 effective for the years 1987-88.

The President shall be responsible for the administration of the Salary Plan.

20.04 Administration

The President shall be responsible for the administratrion of the Salary Plan.

20.05 General

No faculty member shall be paid less than the starting salary nor more than the maximum salary for the academic rank to which he/she is assigned, except as otherwise provided in this agreement.

20.06 Rate of Pay

This section applies to those faculty members in the negotiating unit described in Article 3.

20.061 All rates of pay prescribed in the Salary Plan are for full-time employment.

20.062 Faculty members working less than full-time shall be paid a proportional share of the annual salary for the academic rank to which assigned. This clause applies only to full-time faculty members in the negotiating unit covered by the terms of this contract described in Article 3.

20.063 The President after consultation with the Department Chairperson shall determine what constitutes less than full-time employment with other department and faculty responsibilities.

20.064 The President of Rockland Community College shall have the right to make specific appointments at any interval above the starting salary not to exceed the normal maximum of the academic rank concerned according to the recommendations of the Department Chairperson.

20.065 Faculty members who are assigned overload by the college administration to round out a full workload for the academic year shall be paid at the faculty overload rate for any extra hour (s) required to meet the specific course hour requirements, i.e., beyond the thirty-one (31) hour workload per academic year. The assignment of overload pursuant to this paragraph shall not diminish the impact of Article 19.13.

20.07 Additional Pay for Administrative Duties

Faculty members appointed as Departmental Chairpersons shall receive an additional .05 or .075 or .09 percent of their annual salary as determined by the President of Rockland Community College effective September 1, 1985.

ARTICLE 21 - Retirement and Health Programs

21.01 Faculty members shall become a member of either the New York State Teachers' Retirement System, New York State Employees Retirement System, or the Teachers Insurance and Annuity Association -- The College Retirement Equities Fund.

21.011 Membership in any plan shall be on a non-contributing basis. "Except" as in accordance with Law."

21.02 The Employer agrees to pay 100 percent of the premium for the individual faculty member and dependents for coverage under the basic statewide plan of the New York State Health Insurance Program. Nothing herein will prevent the employer from providing the same level of benefits through different insurance carrier, self-funding, or any combination that it deems appropriate. The employer also agrees that the level of benefits provided by the Rockland County Government Employee Health Benefit Program shall be equal to those benefits provided by the Basic Statewide Plan of the New York State Health Insurance Program. With respect to psychiatric benefits the following shall apply:

Under the current Statewide Plan, the per visit maximum is $45.00 and is subject to an 80% co-payment provision up to a yearly limit of $1,500.00 and a lifetime maximum of $3,000.00
Under this contract, the benefits for psychiatric care, inclusive of the statewide plan benefits, presently $1,500.00 per year shall be limited to $3,000.00 of claims per year. The first $1,500.00 per year of such benefits shall be in accordance with the Statewide Plan maximum of $45.00 per visit and subject to an 80% co-insurance provision. The balance of such claims, up to the maximum of $3,000.00 per year, shall be subject to a maximum of $60.00 per visit without use of U.R.C. and shall not be subject to a co-payment provision. In the event that less than $3,000.00 of claims are filed in the first year, the unused balance shall be added to the allowance in the following year, not to exceed a total of $6,000.00 during a two-year period. For purposes of the claim limits expressed herein, the effective date of this program is January 1, 1985. However, contributions to the Health Benefit Plan by the employee shall not cease until the commencement of the first full payroll period following the ratification date of this agreement.

Effective January 1, 1988, Old Article 21.02 will be replaced by the following:

The Employer agrees to pay 100% of the premium for the individual employee and dependents for coverage under the Empire Plan with Local Enhancements.

To the extent available an HMO option will be offered to employees and dependents at a cost no greater than otherwise provided herein.

21.021 Paraprofessionals who are in the bargaining unit shall be eligible for health insurance on a non-contributory basis six (6) months after emloyment, if the terms of their employment meet all other eligibility requirements contained in the program.

21.03 The employer agrees to pay the full cost for the Teachers Insurance and Annuity Association Group Total Disability Plan--Basic Monthly Income Benefit. This benefit shall not duplicate benefits of those faculty members of the bargaining unit already covered by the New York State Retirement System. Effective 8/1/87 the employer agrees to pay the full cost for a three (3) percent "Cost of Living" rider to the total disability plan.

21.04 Dental Plan:

Effective July 1, 1987, the employer will provide the equivalent level of benefits as the GHI Spectrum 2000 Dental Plan. Prior Insurance Plan remains in full effect until new plan is in place. (Refer to 9/1/84 to 8/31/86 contract).

21.05 Title: Early Retirement

A faculty member may elect to retire early under the following options:

1. At age 55-57, with 60% of final year's salary.
2. At age 58-60, with 45% of final year's salary.
3. At age 61-62, with 35% of final year's salary.

These amounts will be a one-time payment made in a lump sum, excluding overload or other compensation that is additional to the base annual salary. In order to exercise the early retirement option, a faculty member must have ten (10) years of service with Rockland Community College.

This benefit is an addition to retirement benefits.

Payment shall be made in a lump sum on the first pay day following the last day of employment or, upon the written request of the employee (at the time of retirement notification to the College) on the first scheduled January pay day following retirement.

ARTICLE 22 - Academic Freedom

Definition

22.01 Each faculty member covered by this agreement shall be entitled to full academic freedom as defined and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:

22.02 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

22.03 The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce in his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

22.04 The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When one speaks or writes as a citizen, one should be free from institutional censorship or discipline, but one's special position in the community

imposes special obligations. As a person of learning and an educational officer one should remember that the public may judge one's profession and institution by one's utterances. Hence, one should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that one is not an institutional spokesperson.

ARTICLE 23 - Special Provisions

23.01 Faculty members, spouses, and dependent children shall be permitted to take courses for credit at Rockland Community College free of charge except for registration fee.

23.011 Paraprofessionals shall be permitted to take courses for credit at Rockland Community College free of charge (except for: Registration Fees). This benefit is for Paraprofessionals who work full-time (21 or more hours per semester), who have worked at least one (1) year prior to requesting this benefit. This benefit is limited to the working Paraprofessional only, not to spouse or dependent children."

23.02 Commencing with the fall semester, the President shall grant a reduction of three hours per week each semester from the teaching schedule of that person selected by the Federation, Local 1871, whose time shall be devoted to business dealing with matters related to the administration of this contract.

23.03 The Federation shall be permitted the use of faculty mailboxes for the distribution of Federation materials, and the use of one bulletin board in each of the following buildings: Administration Building, Academic Building, Community Service Building and the Pre-Fab Building.

23.04 The Federation shall be given the names and work locations, with extensions, of all new unit members within thirty days of hire.

23.05 Full-time teaching faculty members may elect to bank up to 15 credit hours of overload teaching to be applied toward a one (1) semester sabbatical leave, to be approved by the President when the 15 credit hours are earned. Should the faculty member leave the college for any reason or decide not to take a sabbatical, the college will reimburse for all hours banked at the rate in effect at the time of banking the hours.

23.06 President's Award for Excellence

Utilizing the exact format as presented annually by the S.U.N.Y. 'Chancellor's Award of Teaching Excellence' and for 'Counselors and Librarians,' an Award of $500.00 will be awarded to those members of the Rockland Community College community who are approved and submitted to the Chancellor for approval.
The above awards are a one (1) time compensation and do not accrue on regular salary.
Not to be a duplication if S.U.N.Y. awards funds.

ARTICLE 24 - Definitions

24.01 Academic Rank - One of the following five titles: Lecturer, Instructor, Assistant Professor, Associate Professor, Professor.

24.02 Academic Year - A period of time commencing on September 1 of each year and terminating on June 30 of the subsequent year.

24.03 Board of Trustees - Shall mean the Board of Trustees of Rockland Community College.

24.04 Faculty - Indlcudes Teachers, Librarians, Counselors and Administrators.

24.041 Paraprofessional is a teaching assistant, technical assistant or laboratory assistant.

24.042 Employee includes faculty and paraprofessionals.

24.043 Teaching staff does not include teaching assistants, technical assistants or laboratory assistants.

24.05 Fiscal Year - shall be as provided by law.

24.06 President - Shall mean the President of Rockland Community College.

24.07 Temporary Appointment - An appointment of less than the academic year or for an unspecified period of time.

24.08 Term Appointment - An appointment to the faculty for a specified limited period of at least an academic year which shall automatically expire at the end of that period.

24.09 Continuing Appointment - Shall be a full-time appointment to a position of academic rank for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with the agreement.

Proposal of Understanding

Non-sexist language will be used in the new contract in all articles; specifically, the use of Chairperson as in Department Chairperson or Chairperson's, or Chairpersons of the Departments.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and the Corporate Seals to be affixed hereto.

Affixed this _____ day of _____.

COUNTY OF ROCKLAND

By: _____
Chairperson of the Rockland
County Legislature

ROCKLAND COMMUNITY COLLEGE

By: _____
Chairperson of the Board of Trustees

ROCKLAND COMMUNITY COLLEGE
FEDERATION OF TEACHERS, LOCAL 1871

By: _____
President

SIDE LETTER OF AGREEMENT: 4/7/87

The employer agrees to pay 100 percent of the premium for the individual member and dependents for coverage under the New York State Government Employees Empire Plan Core plus Enhancements.

If the premium for the year commencing January 1, 1989 is an increase of over 20% of the premium cost for the equivalent period of experienced coverage in 1988, the County may seek an alternate carrier provided:

A. The level of benefits of the alternate carrier shall be equal to the benefits provided by the Empire Plan Core plus Enhancements

B. The annual premium cost to the County shall not be less than twenty per cent (20%) higher than the premium cost for the year 1988 nor higher than the per cent increase reflected by the Empire Plan Core plus Enhancements for the year 1989.

C. The geographic area defined for determining "reasonable and customary charges" for medical and surgical coverage shall be the same as defined under the Empire Plan.

If the County, in accordance with the above stated provisions determines that it will change to self funding, it will provide the Union with thirty (30) days notice of such a change which will include such data as is necessary to support the change and to substantiate that the self funded plan will reflect the benefits under the Empire Core plus Enhancements.

006785

AGREEMENT

BETWEEN

THE COUNTY OF SCHENECTADY

AND

CHAIRMEN, ADMINISTRATORS, AND DIRECTORS ASSOCIATION OF

SCHENECTADY COUNTY COMMUNITY COLLEGE

COVERING PERIOD FROM

SEPTEMBER 1, 1985 THROUGH AUGUST 31, 1988

NEW YORK

1137

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DEFINITIONS

1. "Board" for the purposes of this Agreement shall mean the Schenectady County Board of Representatives.

2. "Association" shall mean the Chairmen, Administrators, and Directors Association of Schenectady County Community College.

3. "Unit Member" shall mean an employee in the bargaining unit represented by the Association.

4. "College" shall mean Schenectady County Community College.

5. "Employer" shall mean the Board of Trustees of Schenectady County Community College.

6. "President" shall mean the President of Schenectady County Community College.

7. "Calendar Year" employee shall mean any staff member having a twelve (12) month professional obligation.

RECOGNITION

ARTICLE I

1. The Board pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of staff members holding the titles set forth in Schedule "A" appended hereto.

2. Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.

3. The Association agrees that it will not engage in, cause, instigate, encourage or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Association will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

ARTICLE II

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the rights to determine the purpose, mission, objectives and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, to establish standards and criteria for performance, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this Agreement.

DUES DEDUCTION

The Employer shall deduct from the salaries of staff members in the recognized unit, dues for the Association as said staff members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Association. The Employer's obligation to deduct association dues from the salary of a staff member pursuant to this Article shall cease immediately upon the termination of employment of such staff member or the receipt by the employer of written notice of withdrawal of authorization for such deductions signed by or on behalf of such staff member.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name _____ First _____ Initial _____ Position _____

Address _____

TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Chairmen, Administrators, and Directors Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefor. This authorization shall be continuous while employed in this College or until withdrawn by written notice.

Signature of Staff Member _____ Date _____

Total Deduction $ _____

The Association shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes in its membership and/or rate of dues.

Deductions referred to above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in eighteen (18) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Employer with a list and the original signed dues authorization cards of those staff members who have voluntarily authorized the Employer to deduct dues for the Association.

ARTICLE III continued

DUES DEDUCTION (continued)

The Employer shall, within ten (10) working days following each pay period from which dues deductions are made, transmit the amount so deducted to the Association accompanied by a listing of the members for whom deductions were made and the amount deducted for each.

A staff member may withdraw his or her authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

ARTICLE IV

PUBLIC DOCUMENTS

The President of the College, upon written request, shall provide the President of the Association with a copy of any document which the College has made available to the press and public media. Copies of the minutes of the meetings of the Board of Trustees will be provided the President of the Association with a copy of each of the preliminary budgets of the College and the final budget as soon as each becomes available. Any document made available to the public shall be made available to the Association President upon request.

ARTICLE V

EMPLOYMENT POLICY

FULL-TIME EMPLOYMENT

The College will attempt to employ qualified full-time staff members for full-time positions in preference to part-time personnel where qualified, full-time staff members are reasonably available and interested in such employment, and such full-time employment is consistent with the long-range educational objectives of the College.

OVERLOAD AND SUMMER EMPLOYMENT

A. Assignment of overload to Department Chairmen shall be made subject to an availability of courses and approval of the Dean of Academic Affairs provided that the members of the Faculty Association have first exercised their rights under the terms of Article XVI of the Faculty Association Contract prior to overload assignment. Courses taught in an overload capacity will be scheduled in the evenings and Saturdays.

   Department Chairmen teaching within their discipline as an overload or during the summer shall receive compensation on the basis of one-fortieth of their current base salary for each teaching credit hour up to a maximum of $800 per teaching credit hour.

B. Not later than March 30 of each year, the Dean of Academic Affairs will appoint, in writing, those department chairmen for whom employment in an administrative capacity during the following summer is available, designating the time and length of such appointment; such service by a chairman will be voluntary. Failure by a department chairman to accept, in writing, such appointment to summer employment by April 10 following, shall be considered a refusal of such appointment. Chairmen who accept such employment shall accumulate prorated sick leave benefits during the period of such employment.

C. Subject to the provisions of this agreement, the College will attempt to employ its chairmen in summer session in perference to temporary part-time personnel, where such chairmen are reasonably available and interested in such employment and such employment does not conflict with an assignment, if any, made pursuant to subd. (B) of this Article, and such employment is consistent with the long range educational objectives of the College.

D. All Department Chairmen assigned to work during the summer pursuant to subdivisions (B) and (C) of this Article will be compensated at the daily rate of $150 in budget year September 1, 1985, to August 31, 1986; $160 per day in budget year September 1, 1986, to August 31, 1987; and $170 per day in budget year September 1, 1987, to August 31, 1988.

ARTICLE VI

CONTINUING APPOINTMENTS

Chairmen will continue to be considered and eligible for appointment to a continuing appointment as a teaching professional staff member under the definition, eligibility and procedures set forth in Article VI "Continuing and Career Appointments" in the Agreement between the County of Schenectady and the Schenectady County Community College Faculty Association.

ARTICLE VII

CONSIDERATION FOR VACANCIES

The President of the College shall inform the President of the Association of approaching vacancies on the staff and of new positions to be created before releasing this information to the public or before soliciting elsewhere for replacements, in order to give the present staff members the opportunity to apply for the positions. The President of the Association shall be provided a copy of the job description for the position being recruited. A staff member wishing to be considered for such a vacancy shall be afforded an interview by the administrator or administrative officer responsible for that position. Members of the unit may apply and be considered for full-time teaching positions or non-teaching positions based on individual qualifications and experience.

ARTICLE VIII

RESIGNATION

A non-teaching staff member shall notify the President, in writing, at least thirty (30) calendar days prior to the effective date of the resignation; provided, however, that the President or his or her designee may waive compliance with this notice requirement.

A chairman may resign from the administrative responsibilities as chairman and continue on as a teaching faculty member or a chairman may resign from both the administrative and teaching responsibilities. In resigning only the administrative responsibilities, the chairman shall notify the President, in writing, at least thirty (30) calendar days prior to the effective date of such resignation. In resigning both the administrative and teaching responsibilities, the chairman will give at least forty-five (45) calendar days notification prior to the first day of the following semester, provided that the President or his or her designee may waive compliance with this notice requirement.

In the event that a Department Chairman resigns his administrative responsibilities of chairmanship during a semester as provided in this Article, he or she shall continue the teaching assignments held by him or her at the time of such resignation provided that his or her base salary will be prorated on the basis of a normal teaching load until the following semester when a normal full-time teaching load will be assigned within the status as would be related to the procedures in Article VI "Continuing and Career Appointments" of the Faculty Association and Article XII "Evaluation and Reappointment" in this Agreement. A normal teaching load will be assigned within the discipline for which such teaching faculty member was hired. The full base salary shall resume for such teaching faculty member upon the commencement of such normal teaching load.

ARTICLE IX

PROFESSIONAL OBLIGATION

The appointment year for each unit member shall be from September first through August thirty-first next following. The professional obligation of a unit member having a twelve (12) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, and continuing until August thirty-first next following. The professional obligation of a unit member having a ten (10) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, on which day he or she shall report for service, unless otherwise directed by the College President or his or her designee, and continue until June thirtieth of that appointment year, subject to the provisions below, unless notified of his or her release at an earlier date by the College President.

Whenever the academic year commences in the month of August, the professional ten-month obligation shall commence on the first day of the academic year as established in the College calendar and will continue for ten (10) calendar months, subject to the provisions of this Article. Staff members having a ten (10) month obligation shall not be required to report for service on those days, on which the College is open, which have been designated as Thanksgiving, Christmas or Spring recess period for full-time day students, and other holidays as set forth in the academic calendar. The term service as used herein shall mean the availability of the staff member to properly perform the duties and responsibilities of his or her professional obligation, under the general supervision of the administrator or administrative officer to whom he or she reports.

The parties agree that, except otherwise provided herein or previously approved (as in the case of illness or offical travel) by the appropriate administrator or administrative officer, unit members are expected to be present and available on campus each day the College is open, which is normally Monday through Friday, during which time they will perform their professional obligation and duties including, but not limited to, attending all meetings scheduled by the administrator to whom they report and all meetings of committees to which they have been appointed or elected. In the case of the chairmen, scheduled classroom commitments take precedence. In addition, members of the Faculty shall attend commencement exercises and meetings of the Faculty.

Chairmen shall schedule, for the benefit of their students, at least five (5) office hours per week, distributed over at least three (3) days of the week, in accordance with guidelines established by the College. Chairmen shall not be required to be available on campus after June 1, or the scheduled Commencement Day, whichever is later.

ARTICLE X

TEACHING LOAD

The normal teaching load for the Fall and Spring semesters for chairmen shall be that set forth below and whereever practicable the teaching load shall be evenly divided between the Fall and Spring semesters. Evening courses may not be assigned to Chairman as part of his or her normal teaching obligation. The normal teaching load of teaching credit hours (TCH) are:

Chairman, Department of Humanities and Social Sciences	12 TCH
Chairman, Department of Mathematics, Science and Technology	12 TCH
Chairman, Department of Hotel Technology and Culinary Arts	12 TCH
Chairman, Department of Business & Law	12 TCH
Chairman, Department of Music	18 TCH

ARTICLE XI

PERSONAL RECORDS AND INSPECTION OF FILES

A. The College shall maintain one personal file for each staff member.

B. The Personal File shall contain the following:

1. Information relating to the staff member's academic and professional accomplishments submitted by the staff member or placed in the file at the staff member's request, except for placement folders or references provided by agencies or individuals at the time the staff member was being considered for a position at the College. All formal correspondence between the staff member and the President shall be placed in this file.

2. Copies of all annual evaluations of the staff member's professional performance at the College shall not be placed in the staff's member's personal file until the staff member has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such evaluation shall be initialed by the staff member before being placed in his or her file. This initialing shall not be deemded to constitute approval by the staff member of the contents of such evaluations. If the staff member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect shall be affixed to the evaluation.

3. The College shall also maintain a file of business records relating to the staff member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above, and may be inspected by the staff member or his or her representative at reasonable times during the business hours of the Dean of Administration's Office.

C. The personal file shall be available for review to the staff member and his or her representative at reasonable times during the business hours of the President's Office. Such files will be treated in a confidential manner.

D. Staff members shall not be required to furnish personal or educational data previously submitted to the administration, but each staff member shall furnish

whatever new or updated information is needed to maintain his or her personal file on a current basis.

E. The personal file of the Chairmen will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

ARTICLE XII

EVALUATION AND REAPPOINTMENT

A. After the first of January of each year, the College will decide as to whether or not the unit member shall be offered a reappointment for the year beginning the following first of September. For each unit member to be offered a reappointment, a single written evaluation shall be prepared. Each person preparing all or any part of a written evaluation shall sign his name to the part he or she prepared and every other person involved in the review of such evaluation may add any comments, remarks or observations to such written evaluation provided that such person shall sign his or her name to such comments, remarks or observations, if any. Such a written evaluation shall be prepared also for those who hold, or have been granted, continuing or career appointments.

B. Whenever the College decides, after a careful review of all factors known to it, not to reappoint a unit member, this shall be communicated to that person by his or her immediate supervisor in a personal meeting before the decision not to reappoint is presented in writing to such unit member by the President. The unit member may request a meeting with his or her immediate supervisor to present his or her position in regard to the matter and this shall be granted within fifteen (15) days, before the decision not to reappoint has been communicated in writing. At the meeting, the unit member may present any written or oral statement or other documents which he or she considers appropriate. Following the meeting, copies of all written statements or documents shall be forwarded to the President of the College for his or her information, together with any additional statement in writing which the unit member wishes to submit as a result of the meeting. The President of the College may, at his or her discretion, add to such file any comments or observations which he or she may deem appropriate.

C. Failure to reappoint a unit member shall not be subject to the grievance procedure.

D. In the case of those who shall be offered a reappointment, the supervisor shall discuss the evaluation with the unit member, who, prior thereto, shall have been given an opportunity to inspect and receive a copy of such evaluation. At the annual conference, the unit member shall have the right to bring in any material he or she feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its placement in the unit member's personal file. At such conference, the unit member's total academic and professional program for that year and cumulatively to date shall be reviewed. Immediately following the discussion of the evaluation with the unit member, the supervisor shall prepare a record of the discussion in memorandum form. Such memorandum shall become a part of the unit member's personal file. The unit member may prepare a similar memorandum, which shall also become a part of the unit member's personal file subject to the provisions of this Agreement.

ARTICLE XIII

ACCEPTANCE OR REJECTION OF APPOINTMENT

1. In the case of unit members eligible for reappointment, the President shall notify, in writing, each unit member as to whether or not his or her appointment is to be renewed.

   (a) For those appointed prior to the first of September of a given academic year, such notification shall be given prior to the following first of March.

   (b) For those appointed between the first of September and the first of March, such notification shall be given prior to the first day of May.

   (c) For those appointed on or after the first of March, for terms expiring prior to the first of September, such notification shall be given prior to the 15th day of June.

   (d) The appointment year shall be in accordance with the article on Professional Obligation in this agreement.

2. Upon notification by the President that his or her term appointment is to be renewed, the unit member shall accept or reject the reappointment, in writing, within twenty-one calendar days following the date of the letter of notification.

3. Should a unit member receiving a notice of reappointment not accept in writing within the time specified above, such failure to act shall be considered an effective resignation.

4. A unit member who has been informed, under the provisions of this Agreement, that he or she will not be reappointed shall be afforded an opportunity to submit a resignation, which shall become part of his or her personal file, provided that he or she submits the letter of resignation within fifteen (15) days following his or her notification that his or her appointment will not be renewed. In such a case, the letter of non-reappointment will not be sent by the President.

ARTICLE XIV

PROMOTIONS IN RANK

Promotions in Rank for Chairmen shall follow the procedures and schedules as set forth in Article XIV "Promotions in Rank" of the Faculty Association Agreement.

ARTICLE XV

SALARIES

For the purpose of establishing an appropriate salary schedule, the policies and schedule now established by Board of Trustees, Article III "Compensation for Full-Time Members of the Administration", will pertain during the life of this agreement but in no instance will a salary increase be prevented or decreased by a salary ceiling. The base salary increases to members of this unit shall be:

a. Each staff member employed during the 1984/85 budget year, who completed at least half of the normal professional obligation of his or her position during the year, and who continues in service for the 1985/86 budget year shall receive a salary increase in the staff members' base salary for the 1984/85 Academic year of 7% effective September 1. 1985.

b. Each staff member employed during the 1985/86 budget year, who completed at least half of the normal professional obligation of his or her position during the year, and who continues in service for the 1986/87 budget year shall receive a salary increase in the staff members' base salary for the 1985/86 Academic year of 7% effective September 1, 1986.

c. Each staff member employed during the 1986/87 budget year, who completed at least half of the normal professional obligation of his or her position during the year, and who continues in service for the 1987/88 budget year shall receive a salary increase in the staff member's base salary for the 1986/87 Academic year of 7% effective September 1, 1987.

ARTICLE XVI

STIPEND

Department Chairmen shall receive a stipend payable in the same manner as salary. The stipend for Department Chairmen will be:

a. For the budget year September 1, 1985, to August 31, 1986, the Department Chairmen will receive a stipend of $2,250.

b. For the budget year September 1, 1986, to August 31, 1987, the Department Chairmen will receive a stipend of $2,400.

c. For the budget year September 1, 1987, to August 31, 1988, the Department Chairmen will receive a stipend of $2,550.

ARTICLE XVII

SABBATICAL LEAVE

The College recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a staff member is engaged in full-time service on the campus. The College, therefore, recognizes the desirability of a sabbatical leave policy as will be of benefit to both the College and the staff member.

The purpose of such leave is to provide opportunity to improve the qualifications of the staff member, the quality of his or her professional performance and the value of the member's further service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the staff member and to the College. If such sabbatical leave is granted, the recipient will file a full report with the President within three (3) months after his or her return.

A member of the staff will be eligible for sabbatical leave after six (6) consecutive years of full-time on-campus service.

Periods of sick leave, maternity leave or approved leave without pay should not count toward this six year total, but will not be deemed to be an interruption of otherwise continuous service. Staff members who have discontinued their service to the College without approved leave, and have returned to the College, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another six (6) years of on-campus service under the same conditions as previously stated.

The request for sabbatical leave and the program plan shall be submitted to a designated sub-committee of the Professional Status Committee no later than nine (9) months (excluding July and August) preceding the academic year, in which the sabbatical will be taken. The sub-committee shall forward its recommendation to the President and the Board of Trustees for action no later than seven (7) months in advance of the anticipated departure date. When there are more than one recommendation, the committee shall develop a system of priorities in its recommendations to the President. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service at the College without sabbatical leave. The staff member shall be notified by the President in writing of approval or disapproval no later than three (3) months prior to his or her planned departure. In those cases in which, in the opinion of the President, the granting of a sabbatical leave would impair the functions of the department or office, a staff member shall be required to postpone his or her leave.

Staff members will receive one-half of their base annual salary during periods of sabbatical leave which equal or exceed one-half of their annual obligation. Staff members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The staff member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during his or her sabbatical leave, unless the rate of pay received from the other employer exceeds the individual's regular salary rate of the College. In the latter case he or she will not be compensated by the College. If the staff member takes another position rather than returning to Schenectady County Community College to complete the following full year of academic service, the full amount of money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

ARTICLE XVII (cont'd)

Sabbatical Leave (continued)

A staff member returning from sabbatical leave shall retain the rank and position which were in effect before the leave unless he or she shall have been promoted, or assigned to a different position with his or her consent. The period of sabbatical leave shall be credited as continuous service for continuing appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits shall continue in effect during the leave and the sabbatical leave shall not be counted as a period of vacation for those on twelve months appointments.

Applicants will be selected by the Board on the merit of the leave project in accordance with the provisions of this policy.

The Board of Trustees may, in its sole and exclusive judgment, for any reason it deems appropriate, including, but not limited to, budgetary and fiscal considerations, deny any or all applications for sabbatical leave in any fiscal year which denials shall be final and binding upon all parties and not subject to appeal or grievance.

ARITCLE XVIII

SICK LEAVE AND VACATION LEAVE FOR EMPLOYEES IN THE PROFESSIONAL SERVICE

A. Definitions. When used in the Part:

The term calendar year employee shall mean any staff member having a twelve (12) month professional obligation.

B. Vacation Leave for Calendar Year Employees

1. Accrual of Vacation Credit: Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one and three-quarters days per calendar month during each month, or major fraction thereof, of their service within the College, In addition, calendar year employees shall be entitled to an additional day of vacation leave for each of the following holidays on which the employee is required to work:

New Year's Day

Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas

If a listed holiday falls on a Saturday or Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day.

2. Accumulation of Vacation Credit: Vacation leave credits pursuant to this title in excess of thirty (30) days shall not be permitted.

3. Use of Vacation Leave Credit: Vacation leave shall be taken at such time as may be approved by the President or his designated officer.

4. Charges: For the purpose of this title, no charge to a vacation leave shall be made with respect to a day during any period of vacation absence which a calendar year employee would not otherwise have been required to work; such as bank holidays, the day after Thanksgiving, or special days designated by the County of Schenectady.

C. Vacation Leave for Other Employees

1. Other Employees: No vacation leave shall be granted to any other professional staff employee in addition to the time during which he or she is permitted to be absent in any calendar year by reason of the terms of his or her annual professional obligation. No such employee shall accrue credits for vacation leave.

D. Sick Leave

1. Accrual and Accumulation of Sick Leave Credits: All staff members in the professional service, other than those on leave without salary pursuant to this Agreement shall accrue credits for sick leave at the rate of one and three-quarters days per calendar month during each month or major fraction thereof, of their service within the College provided, however, that accumulations of sick leave credits in excess of one hundred sixty five (165) days for calendar year employees and one hundred fifty (150) days for all other staff members pursuant to this section shall not be permitted.

   Such staff members serving on a part-time basis shall not accrue sick leave.

2. Other Sick Leave Credit: Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this title.

3. Authorization by Chief Administrative Officer: The President or his or her designated officer, shall permit staff members who are unable to perform their duties because of illness to use any and all accumulated sick leave credits as may be available to them by reason of accruals pursuant to the preceding section of this title.

   The President, or his or her designated officer, may grant staff members additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated pursuant to the preceding sections of this title, used pursuant to this section, shall not exceed a total of six (6) calendar months. Subject to the foregoing, no additional sick leave pursuant to this section shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.

4. Sick Leave Without Salary: The President or his or her designated officer, may grant sick leave without salary for a period not to exceed one (1) year to staff members.

5. Authorization by the Board of Trustees: The Board of Trustees after receiving the recommendation of the President, may grant staff members such sick leave, in addition to that provided by subdivision D of this Article, if any, as it may determine, with or without salary.

6. Charges: For the purpose of this title, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which a staff member would not have otherwise been required to work.

7. Substitute Service: During the absence on sick leave of staff members of the College, the President, or his or her designated officer, shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other staff members and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.

8. Reporting Sick Leave: Each staff member shall submit appropriate reports of any sick leave taken as may be required by the President of the College.

ARTICLE XVIII

E. Sick Leave and Vacation Leave for Employees in the Professional Service

Accruals standing in the name of a unit member at the time of execution of this agreement will be credited to the accruals permitted by this article and shall be subject to the limitations provided in this article.

ARTICLE XIX

LEAVE FOR JURY DUTY

A staff member selected for jury duty will be granted leave with full pay when attendance as a juror is required by the court, provided, however, such staff member shall transmit to the College the fee or fees paid to him or her by reason of such service.

ARTICLE XX

PROFESSIONAL LEAVE WITHOUT SALARY

The Board of Trustees may grant leaves of absence, without salary, of not to exceed one (1) year for the purpose of permitting a staff member to commence, continue to complete advance study, accept a grant, serve as an exchange teacher, serve with a professional organization, or to perform research in his or her area of professional competence, when, in the opinion of the Board of Trustees, such leave would be in the best interest of the staff member and the College, and when such absence would not unduly affect normal College operations or the academic program. The Board of Trustees may extend such leaves for additional periods not to exceed one (1) year each. Staff members granted such leave shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law.

ARTICLE XXI

PREGNANCY RELATED DISABILITIES

Neither the College nor this agreement mandates unpaid leaves of absence in the case of pregnancy related benefits. Disability due to pregnancy shall be treated as any other disability with respect to the terms and provisions of this agreement.

ARTICLE XXII

DISABILITY LEAVE

Where a staff member receives compensation under the Workmen's Compensation Law on account of disability, he or she shall elect in writing whether he or she desires to have sick leave with pay during such disability. If he or she so elects, he or she shall, for the period of his or her disability, not exceeding his or her accumulated sick leave time, be paid the difference between what he or she received as compensation and his or her regular rate of pay. The time during which he or she is so paid shall be deducted from his or her accumulated sick leave time.

ARTICLE XXIII

PERSONAL LEAVE

The President shall permit staff members to absent themselves without loss of salary for the funeral of a member of the staff's immediate family. The term "immediate family" shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws.

Upon advance notice to and written approval by the Dean, ten (10) month staff members may absent themselves to attend to personal matters without loss of salary. A maximum of four (4) days of such personal absence will be permitted to a ten (10) month staff member, each academic year, without advance notice and written approval provided that such staff member has made arrangements to have his or her duties performed in his absence and has so notified his or her immediate supervisor.

Upon advance notice to and written approval by the appropriate Dean, twelve (12) month staff members may absent themselves up to a maximum of four (4) days in each academic year to attend to personal matters without loss of salary.

ARTICLE XXIV

MEDICAL AND HOSPITALIZATION INSURANCE

After September 1, 1982, the College will become a participant in the Schenectady County Employee Health Plan and will provide, at its sole expense, all eligible employees and their families the coverages provided by such plan in substitution for current medical insurance benefits.

The College will continue to provide the Blue Shield Dental Care Program referred to as the 80% coverage basic contract and Rider "A", at no cost to the individual employee.

Eligible employees have the further option of participating in a Community Health Plan as such term is defined by the laws of the State of New York. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributes to the individual and family plans respectively, for the participating medical insurance benefit and dental care program combined.

ARTICLE XXV

GRIEVANCE PROCEDURE

Personal Grievance Procedure

A. Definition

A personal grievance is an allegation by a staff member that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Board of Trustees related to the terms and conditions of employment.

B. Procedures for Handling Personal Grievances

Step 1 (a)

A staff member alleging a grievance shall discuss the alleged grievance with his or her immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion.

Step 1(b)

If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it shall be reduced to writing within five (5) working days thereafter and presented to the supervisor, with a copy to the President of the College, or his or her designee. Within five (5) scheduled days after the written grievance is presented to him or her, the supervisor shall render a decision in writing with a copy sent to the President of the College, or his or her designee.

Step 2

If the Grievant is not satisfied with the determination made at Step 1, he or she may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if he or she so desires, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the Association, and a third member to be Chairman, mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report,

GRIEVANCE PROCEDURE (cont'd)

such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President shall meet with the Grievant or his or her representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President shall issue a written determination and send it to the Grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

Step 3

If the Grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments, or promotions as to which Step 2 determination shall be final, he or she may file a written appeal with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report shall also be furnished to the Board of Trustees on appeal. The Grievant or his or her representative shall be given the opportunity to orally present his or her position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after the notice of appeal. Within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal, if no oral presentation is requested, the Board of Trustees or its committee shall render a decision in writing to the Grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the Grievant. Hearings on the grievance shall be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or a duly authorized committee thereof. The Board of Trustees or its committee shall render a decision, in writing, to the Grievant within ten (10) calendar days after the conclusion of the hearing. There shall be no further appeal from a determination by the Board of Trustees.

The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

ARTICLE XXV (cont'd)

GRIEVANCE PROCEDURE (cont'd)

C. Representation

The Grievant may be represented by a person of his or her choice at any and all of the 3 steps of the Personal Grievance Procedure.

D. Time Limits

The parties may mutually agree to extend or contract the time limits hereinabove specified.

E. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the staff, upon request.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

There shall be no change made in the specifications of the grievance after it has been reduced to writing.

Contract Grievance

A. Definition

a. A contract grievance is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement, provided, however, that such specific term, condition or provision which involves an employee's rate of compensation shall be subject to the provisions set forth in (b) below. Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement; or foreclosed either by this Agreement or by Statute, rule or regulation; matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a contract grievance.

b. Any matter involving an employee's rate of compensation shall be subject to steps one and two of the contract grievance procedure, and if not resolved at either of such steps may be appealed and heard by a designee of the Schenectady County Legislature who need not be a member of the Legislature but shall not be a member of the College Board of Trustees. The decision of such designee shall be final and binding as to such grievances. The cost of such designee shall be shared equally by the two parties and the provisions of current step three shall be utilized as to procedure insofar as practicable.

B. The Contract Grievance Procedure shall be as follows:

Step 1

The Association (hereinafter referred to as the Grievant) shall present the grievance in writing on official grievance forms to the person who

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GRIEVANCE PROCEDURES (cont'd)

Contract Grievance B. (cont'd)

has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act of omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the Grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the Grievant, in writing, within fourteen (14) calendar days following his or her receipt of the grievance.

B. Step 2 - President

If the Grievant is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the Grievant shall within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Stage 1 with the President. Copies of the written decision at Stage 1 shall be submitted with the appeal. The President or his or her duly authorized representative, shall set a date for an informal hearing, notify the Grievant as to the date of the hearing, and shall conduct such hearing. Such hearing shall commence within ten (10) calendar days after receipt of the appeal by the President. The President shall render a decision, in writing, to the Grievant within five (5) calendar days after the conclusion of the hearing.

B. Step 3 - Review Panel/Single Third Party

a. If the Grievant is not satisfied with the decision at Step 2, the Grievant may submit the grievance to arbitration by written notice to the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single Third Party, except that upon the written request of either party upon the other in the initial demand for arbitration or within five (5) days after demand has been made for arbitration by the other party, such arbitration shall proceed before a three-member Review Panel. The single Third Party will be mutually agreed upon or selected in the same manner as the third panel member in the absence of agreement by the parties.

b. In the case of a panel, the Association and the College shall each select one member of the Panel. The two selected members shall meet to determine a mutually agreeable third panel member.

c. Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairman and will obtain a commitment from him or her to serve.

d. In the case of a single Third Party, or should the parties fail to agree on a third member in the case of a panel proceeding, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

GRIEVANCE PROCEDURE (cont'd)

Contract Grievance B - Step 3 (cont'd)

e. The Review Panel/Third Party will hear the matter promptly and will issue a decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of transcript of hearing. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.

f. The Review Panel/Third Party shall have no power to add or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his or her, its or their powers.

g. The Review Panel/Third Party shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.

h. Either party may request that a verbatim record of the proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party shall bear the cost of such transcript. If the Review Panel/Third Party requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.

i. The decision in the case of a Panel proceeding shall be signed by a concurring majority. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.

j. If either party, within fourteen (14) calendar days after the panel's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the Panel.

k. Unless the decision of the Panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.

l. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

GRIEVANCE PROCEDURE (cont'd)

C. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the staff, upon request.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

There shall be no change made in the specification of the grievance, after it has been reduced to writing.

ARTICLE XXVI

ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the teaching faculty member is free to discuss his or her own subject in the classroom; he or she may not, however, claim as his or her right the privilege of discussing in his or her classroom controversial matter which has no relation to his or her subject. In his or her role as a citizen, the staff member has the same freedoms as other citizens. However, in his or her extramural utterances he or she has an obligation to indicate that he or she is not representing the College.

ARTICLE XXVII

ASSOCIATION RIGHTS

The Association or its representatives shall be permitted to transact official Association business pursuant to Article 14 of the Civil Service Law on College Property in accordance with published standards to be developed by the Board of Trustees. The Board of Trustees shall designate the person to whom such requests to conduct official Association business shall be made.

The Association or its representatives may also request permission, of the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.

ARTICLE XXVIII

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXIX

SEVERABILITY

If any provision of this agreement or any application of this agreement to CAD is held to be contrary to law by a court of competent jurisdiction, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE XXX

DURATION OF AGREEMENT

The term of this Agreement shall be from September 1, 1985 through August 31, 1988.

ARTICLE XXXI

PREPARATION AND DISTRIBUTION OF CONTRACT

A copy of this Agreement shall be printed by the College and given to all staff members.

ARTICLE XXXII

CONCLUSION OF NEGOTIATION

This Agreement is the entire agreement between the parties, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this agreement. During the term of the Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective negotiation and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the College and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement; even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

SCHEDULE "A"

UNIT

Department Chairman
Director of Admissions
Director of Library Services
Registrar

EXCLUDED

All other employees

The Board of Representatives for the County of Schenectady has executed this Agreement by virtue of the authority granted by Resolution 119-85 adopted July 9, 1985.

The Board of Trustees of Schenectady County Community College has executed this Agreement by virtue of the authority granted by Resolution of the Board of Trustees duly adopted by Resolution No. 85-60 dated May 20, 1985.

The Schenectady County Community College Chairmen, Administrators, and Directors Association has executed this Agreement by virtue of the authority granted by Resolution of the Executive Board duly adopted on _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 1985.

Approved this 22nd day of November, 1985.

County Attorney

COUNTY OF SCHENECTADY

By: _____
Schenectady County Manager

Approved this 4th day of December, 1985.

Counsel to the College

COLLEGE BOARD OF TRUSTEES

By: _____
Chairman, Board of Trustees

CHAIRMEN, ADMINISTRATORS AND DIRECTORS ASSOCIATION OF SCHENECTADY COUNTY COMMUNITY COLLEGE

By: _____

STATE OF NEW YORK :
COUNTY OF SCHENECTADY : SS:

On this 17th day of December, 1985, before me, personally appeared [illegible], to me personally known, who, being by me duly sworn, did depose and say that he resides at [illegible]; that he is the County Manager of the County of Schenectady, New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was affixed by order of the Board of Representatives of said corporation, and that he signed his name thereto in accordance with the authority vested in him by provisions of law and by like order.

[illegible]
Notary Public
[illegible]

STATE OF NEW YORK :
COUNTY OF SCHENECTADY : SS:

On this 16th day of November, 1985, before me, personally came [illegible], to me personally known, who subscribed that he resides at [illegible], that he is the Chairman of the Board of Trustees of the municipal corporation described in and which executed the above instrument; the said corporation has no seal, and that he signed the same as Chairman of said corporation, by virtue of a like order of said Board of Trustees.

[illegible]
Notary Public

STATE OF NEW YORK :
COUNTY OF SCHENECTADY : SS:

On this 17th day of December, 1985 before me, the subscriber, personally came Gerard L. Buckhout, to me personally known, who, being by me duly sworn, did depose and say that he resides at 32 Sutherland Drive Scotia, NY 12302 that he is the President of Schenectady COunty Community College Chairmen, Administrators and Directors Association, the association described in and which executed the foregoing instrument, and he duly acknowledged to me that he executed the same for and in behalf of said association.

Charlotte McAllister
Notary Public

SCHENECTADY COUNTY COMMUNITY COLLEGE
78 Washington Avenue
Schenectady, New York 12305
518-346-6211

Office of the President

MEMORANDUM OF AGREEMENT

It is hereby agreed by the undersigned that Schedule A of the Agreement dated October 8, 1985 between the Schenectady County Community College Faculty Association and the County of Schenectady, which contains the titles of unit membership be amended as follows:

ADD: Assistant Director of Financial Aid
Assistant for Academic Services
Coordinator for Disabled Student Services
Senior Technical Assistant

DELETE: Remedial Education Specialist
Assistant to the Registrar

CHANGE: Director of Developmental Studies to Coordinator of Developmental Studies

IT IS FURTHER AGREED that Category B on page 21 of said agreement, dated October 8, 1985, shall be amended to include: Educational Communications Specialist, Assistant Director of Financial Aid, Assistant for Academic Services, Coordinator for Disabled Student Services and Senior Technical Assistant.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed this 25th day of February 1986.

County Attorney

COUNTY OF SCHENECTADY
BY _____
Schenectady County Manager

Counsel to the College

COLLEGE BOARD OF TRUSTEES
BY _____
Chairman, Board of Trustees

SCHENECTADY COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION
BY _____

SCHENECTADY COUNTY COMMUNITY COLLEGE
78 Washington Avenue
Schenectady, New York 12305
518-346-6211

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IN WITNESS WHEREOF, the parties have caused this amendment to be executed this 25th day of February 1986.

County Attorney

COUNTY OF SCHENECTADY
BY
Schenectady County Manager

Counsel to the College

COLLEGE BOARD OF TRUSTEES
BY
Chairman, Board of Trustees

SCHENECTADY COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION
BY

SD 68
TA 0133

AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK

and

THE FACULTY ASSOCIATION OF
SUFFOLK COUNTY COMMUNITY COLLEGE

1984 - 1988

AGREEMENT, made as of the 1st day of September 1984, by and between

THE COUNTY OF SUFFOLK (hereinafter referred to as "County" and/or "College")

and

THE FACULTY ASSOCIATION OF SUFFOLK COMMUNITY COLLEGE (hereinafter referred to as "Association")

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PREAMBLE

This agreement seeks to promote and assure the most effective and orderly relationship between the County of Suffolk, the sponsor of the College, the Board of Trustees, and the Faculty Association of Suffolk County Community College. The agreement is entered upon to enable the professional employees represented by the Faculty Association to take an active role in the development of Suffolk County Community College so that the high caliber of public education may be maintained and enhanced.

ARTICLE I
Recognition

The Faculty Association of Suffolk County Community College has been recognized as the exclusive representative of County Employees within the bargaining unit designated Unit III on Board of Supervisors Resolution No. 187-1970 and Suffolk County Legislature Resolutions Nos. 1284-1975 and 1666-76 and by certification of the Suffolk County Public Employment Relations Board. Unit III includes:

Full-time and adjunct classroom and non-classroom faculty in the following ranks:

Professors
Associate Professors
Assistant Professors
Instructors
Senior Technical Assistants attached to the Instructional Area
Technical Assistants attached to Instructional Area
Technical Coordinator (this post shall be created and shall be placed on Step 8 of the salary schedule. This post shall not automatically be filled, but shall only be filled when the Administration of the College feels that the staffing of this post is warranted and sufficient funds are available for this position.)

The Association has been extended all rights accompanying recognition in accordance with Section 208 of the Public Employees Fair Employment Act.

The Association hereby affirms that it does not assert the right to strike, to assist or to participate in any such strike or to impose an obligation to conduct, assist, or participate in such strike.

ARTICLE II
Rights of the Association and Members

A. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the Laws of the State of New York or other applicable laws and regulations. The rights granted to the faculty member hereunder shall be deemed to be in addition to those provided elsewhere.

B. The Association and its representatives shall have the right to use all College facilities for meetings and other Association business provided such use does not interfere with the instructional program or normal College operations. No charge shall be made for the Association's use of the College facilites.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that the same does not interfere with the instructional program or normal college operations.

D. The Association shall have the right to use college facilities and equipment normally made available to members of the faculty at all reasonable times when such equipment is not otherwise in use.

E. The Association shall have the right to post notices of its activities and matters of the Association's concern on a bulletin board in each building in which classrooms or faculty offices are located. The Association will have the right to use the College mail service and faculty mail boxes for communication purposes. Such notices and communications shall deal with proper and legitimate Association business.

F. An office equipped with two desks, four chairs, two file cabinets, two book cases, and a private phone paid for by the Association shall be made available for the use of the President of the Association for his/her Association duties.

G. The President of the college or his/her designee shall meet with the President of the Association or his/her designee at the request of either as their interests may require to discuss issues affecting the College community, but such discussion shall not be deemed to constitute negotiations.

H. The College agrees to furnish to the Association upon request all available information that may be required by the Association to administer this agreement or to engage in negotiations for a new agreement at the appropriate time.

I. The College agrees to notify the Association at least two weeks in advance of any administrative hearing or proceeding against a faculty member. The faculty member has the right to be represented at any such hearing and shall be entitled to the same rights as guaranteed in Article VI, Section III, (3.6). The Association has the right to be present at such hearing.

J. The rights granted to the Association hereunder shall not be afforded to any other employee organization with respect to Unit III as may be required by applicable law.

K. All provisions of this agreement, including but not limited to wages, hours, terms and conditions of employment, shall be applied in a manner which is not arbitrary, capricious or discriminatory with respect to race, creed, religion, color, national origin, age, sex, marital status, physical handicap, political party, or sexual preference. Any references within this agreement to "he" or "him" shall be construed to refer to both male and female faculty members. No discrimination with respect to sex is intended by the use of the male pronoun.

L. Personnel Files

1. Except for pre-employment information received marked confidential, the individual personnel files shall be

open to the individual faculty member with the right to reproduce any and all documents open to him/her. The following documents shall appear in each faculty member's personnel file:

a) Application for employment with placement records (if any) and transcripts of academic record, not marked confidential.

b) Medical records.

c) Copies of all evaluation reports and recommendations concerning the faculty member's professional competence at this institution.

d) Copies of all annual contracts and continuing appointment contracts where applicable.

2. Documents placed in a faculty member's personnel file shall be limited to matters relating to his/her employment at the College.

3. No document shall be placed in any faculty member's personnel file without the faculty member being notified in writing and (except pre-employment documents marked confidential) offered the document for signature. If signed by the faculty member, such signature shall not be construed as approval or disapproval of its contents.

4. A faculty member shall have the right to respond to any material filed in the personnel file and his/her response shall be attached to the filed copy.

5. All documents in the personnel file filed subsequent to September 1, 1980 shall be dated and numbered sequentially.

6. All unsigned communications shall be destroyed.

7. No documents related to the academic grievance procedure, the sexual harassment grievance procedure, or the student disciplinary hearing procedure may be placed in the personnel file of a faculty member unless and until an unfavorable finding has been made against the faculty member.

8. Dated documents shall be placed in a faculty member's personnel file no later than six months following receipt by the administration.

9. Any documents containing unsubstantiated or false allegations against a faculty member as determined by mutual agreement of the Administration and Association shall be removed from the personnel file.

10. The only documents which shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the personnel file and accessible to the faculty member.

M. The president of the Association or his/her designee, upon written request, shall be permitted to be present at Board of Trustees meetings except during executive sessions and be afforded the opportunity to address the Board.

N. Subject only to overload obligations, librarians, counselors and technical assistants who are members of the Faculty Senate and its committees, the Academic Assembly and its committees, the Congress and its committees, the Faculty Association, the College Personnel Committee and the Association Negotiating Committee shall be permitted to attend meetings of such bodies if advance notice is given and if meetings are scheduled during common hours or outside the Fall and Spring semesters. Only one representative in each of the above categories shall be released to attend committee obligations except for college and campus-wide elected Faculty Association officials. Faculty in these three categories shall be permitted to attend Faculty Association general membership meetings when scheduled during common hours.

O. Up to ten (10) business days each year shall be provided the Association for official business.

The Association shall have available a total of twenty-four (24) hours of released time per semester for assignment by

the Association, at its option, to Association officers and representatives upon prior notice to the College.

Q. The Faculty Association shall be notified of any additional release time granted by the Administration to Unit III members within ten (10) working days after the granting of reduced load.

ARTICLE III
Deductions for Professional Dues

A. The Comptroller of the County of Suffolk shall deduct from the salaries of faculty members dues as said faculty members individually and voluntarily authorize the deductions in writing or agency fees for the Faculty Association of Suffolk County Community College, and shall transmit all such monies to the Association.

B. The Association shall certify to the County Comptroller in writing the current rate of its membership dues and agency fee. If the Association shall change the rate of its membership dues and/or agency fee (but not more than once per semester), it shall give the County Comptroller thirty (30) days notice prior to the effective date of such change.

C. Deductions referred to in Section A above shall be made in the following manner: The membership dues and agency fees for the Association, certified as mentioned above, shall be deducted in approximately equal installments beginning no earlier than October 1 of each year.

D. Authorization for dues deductions shall be submitted at least three (3) weeks prior to the date that deductions shall begin in each semester.

E. The County Comptroller shall transmit bi-weekly the amount so deducted to the Association. Each transmittal shall be accompanied by a listing of the members' names and social security numbers for whom deductions have been made, and the amount deducted for each. Additions or deletions to the payroll list occurring between deduction periods should be noted with the remittance, including the person's name, social security number, and effective date of the change.

F. An employee may withdraw his/her dues authorization only by written notice received by the County Comptroller and Association between September 1st and September 30th of any given year.

G. All dues deductions forms submitted to the Comptroller shall remain valid until a member chooses to withdraw his authorization. All forms submitted will read as follows:

DUES DEDUCTION AUTHORIZATION

PRINT Last Name First Social Security Number

TO: County of Suffolk
Suffolk, New York

Employee Number

Pursuant to Chapter 392, Laws of 1976 as amended, I do hereby designate the Suffolk County Community College Faculty

Association as my representative for the purpose of collective negotiations, and hereby request and authorize you to deduct from my salary and transmit to the Association the dues as certified to you by the Suffolk County Community College Faculty Association. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the County of Suffolk and its officers for any liability thereof. This authority shall be continuous while employed by the County of Suffolk as a member of Unit III on Board of Supervisors Resolution No. 187-1970.

Signature Date

H. If and when the County makes available payroll deductions for tax deferred annuities bargaining unit employees shall be permitted to participate on the same basis as available to other County employees.

I. If and when the County makes available payroll deductions for optional group insurance through payroll deductions, bargaining unit employees shall be permitted to participate on the same basis as available to other County employees.

ARTICLE IV
Conditions of Employment

A. **Basic Load**

1. Full-time classroom faculty shall have a maximum load of sixty (60) hours for any two consecutive school years, with no more than thirty-two (32) teaching hours in any school year and with no more than eighteen (18) teaching hours in any one semester.

2. Members of the English Department shall have a maximum load of twenty-four (24) teaching hours per academic year with no more than fifteen (15) teaching hours in any one semester.

3. Teaching hours include any regularly scheduled instructional activity adjusted according to the following formula:

one contact hour with 1-50 students	- 1 teaching hour
one contact hour with 51-100 students	- 1-1/2 teaching hours
one contact hour with 101 or more students	- 2 teaching hours

4. Classroom faculty who are scheduled for a heavy load in one semester upon request and with the approval of the Dean of Instruction, shall have the option for

a three (3) or four (4) day schedule in the following semester. Accomodation shall be in accord with Article IV, K, 1.

5. In the areas designated by the College and with the approval of their immediate supervisor and the College Administration, faculty members may elect up to a maximum of two (2) courses or a forty percent (40%) reduction of their basic load. During the period of reduced load, the base salary, sick and personal leave benefits, and office hour and advisement responsibilities of the faculty member shall be reduced proportionately. Reduced loads shall be assigned when requested by the faculty member except when to do so would interfere with the orderly function of the department or area.

6. Any reduction in load shall be determined by mutual agreement between the faculty member and the appropriate administrator.

7. Librarians and counselors shall work thirty-five (35) hours per week, assignable daily between eight o'clock (8:00) a.m. and six o'clock (6:00) p.m., including a meal period. They shall work a total of thirty-seven (37) weeks during each academic year, but the College will have the right to assign

the weeks to be worked in order to insure continuous coverage for library and counseling services from September 1 through June 30, including all recess periods. They shall have twelve (12) paid holidays each academic year as mutually agreed by the parties by September 1st of each year. There shall be no reduction during the life of this agreement in the counseling staff except by attrition.

8. Consistent with the needs of the College and at the request of the faculty member, flexible schedules will be considered for librarians and counselors. Scheduling problems shall not be arbitrable and shall be resolved at Stage 3 of the grievance procedure.

9. Technical assistants shall work thirty-five (35) hours per week over a period of five (5) consecutive days and shall work no more than eight (8) consecutive hours, including lunch period, in any day. Technical assistants shall have twelve (12) paid holidays each year as mutually agreed by the parties by September 1 of each.

10. If a technical assistant is assigned to work on Saturday or Sunday or in excess of eight (8) hours in any one day, he/she shall be afforded time-and-one-half pay per hour or equivalent compensatory time off. At the end of each pay period

technical assistants required to work overtime shall indicate whether they wish to be paid for such overtime at one-and-one half times the appropriate hourly rate or to accumulate it as compensatory time, except that unused compensatory time must be liquidated in cash on June 30 of each academic year. Effective September 1, 1985, technical assistants shall no longer be compensated on a time-and-one-half basis for work done in addition to his/her work load. They shall be compensated on an overload basis, as set forth in Appendix A annexed.

11. Technical assistants on twelve (12) month appointment shall be paid an additional stipend over and above their ten (10) month base salary, both as set forth in Appendix A annexed. They shall have thirteen (13) paid holidays as mutually agreed by the parties by September 1 of each year, plus 23 vacation days, and in addition shall be permitted four (4) days off during the Christmas recess and three (3) days off during the Spring recess, scheduled with the approval of their supervisors. Ten (10) month technical assistants shall have twelve (12) paid holidays each year as stated above, and in addition time off shall not be less than the four (4) days at Christmas recess and three (3) days off during the Spring recess accorded the twelve (12) month technical assistants.

12. All employees covered by this agreement shall be excused from duty on days when classes are cancelled and classroom faculty are excused from attending.

B. Class Scheduling.

Except in extreme emergency, classes shall not be scheduled during common hours. Upon request of a classroom faculty member and with the approval of the Dean of Instruction, a classroom faculty member shall have a four (4) or five (5) day schedule. Wherever practicable, the schedule of the classroom faculty member shall be compact.

C. Course Preparation.

1. Every reasonable effort will be made to assign no less than two course preparations, nor more than three course preparations, unless the faculty member should request an excess thereof, it being understood that a preparation is any lecture, class, recitation or laboratory.

2. Unit members are encouraged to take advantage of pursuing advanced degrees, engaging in research relevant to their professional duties or performing in related community service projects. Whenever possible the appropriate supervisor will arrange a schedule to accommodate unit members in these endeavors.

D. Master Schedule.

The Director of Academic Scheduling shall furnish a copy of the Master Teaching Schedule upon request of the Faculty Association.

E. Class Size.

The class maximums which prevailed during 1975-76 plus 3 shall not be increased without prior consultation with the Association. In the event of failure to agree, the matter shall be treated as a grievance under the agreement. It is agreed, however, that where required by student enrollment and in order to avoid, where possible, establishing additional class sections, such maximums may be increased without such prior consultation by three (3) additional students per class; provided, however, that the average class size of all sections of any catalogued course shall not exceed the aforesaid class maximums (1975-76 class size maximums plus 3). The College recognizes the special needs of those students enrolled in developmental courses and, therefore, within the fiscal constraints dictated by the general economic and budgetary conditions of the County, every effort will be made by the Administration to restrict the number enrolled in such courses.

F. Office Hours.

Full-time classroom faculty shall maintain four (4) hours per week for consultation with students, except for members of the English Department who shall maintain six (6) hours per week. Such hours shall be in addition to his/her scheduled classes. To insure availability to students,

each classroom faculty member in consultation with his/her appropriate supervisor will schedule office hours reasonably distributed over the faculty member's work week. A faculty member shall not be required to schedule office hours on days when he/she is not scheduled to be on campus for professional duties. Unit III members shall not schedule office hours during common hours. Office hour schedules shall be posted or otherwise made available to students and a copy shall be filed with the appropriate administrator.

C. Academic Calendar.

1. Effective academic year 1984-85 and every academic year thereafter, a tentative academic calendar shall be prepared two years in advance.

2. The tentative academic calendar shall be submitted by the Administration to the President of the Association by March 1st of each year. Within two (2) weeks the Association shall have the right to submit changes and suggestions to the Administration which shall be given due consideration before the final calendar is adopted. If changes proposed by the Association are not adopted, the Administration shall meet with the President of the Association to respond to the suggestions offered by the Association.

3. The Administrative Calendar shall be provided to faculty members by the first day of classes. The final academic calendar shall be provided to faculty members by May 1 of the prior year.

H. Vacancies.

1. Presidential Search Committee.

In the event of a vacancy of the office of the President of the College, a Presidential Search Committee shall be established by the Board of Trustees for the purpose of recommending to the Board of Trustees a candidate or candidates to be considered by the Board of Trustees for appointment to the vacancy. The Faculty Association President or Executive Vice President shall serve on said committee in a capacity equal to that of the other members of the Committee.

2. Administrative Vacancies.

Deans, Head and Associate Head Librarians, Directors, Coordinators, Administrative Assistants to the President, Division Chairpersons, and comparable titles hereafter created, are appointed by the President subject to the approval of the Board of Trustees. Prior to any such appointment all full and part-time faculty members shall be notified of such openings by internal distribution at least two (2) weeks prior to publication elsewhere. Such notice shall include a complete job description, including remuneration offered, duties, responsibilities, and a statement of required qualifications.

3. Faculty Vacancies.

a) Unit III members shall be notified by the College of Unit III openings by utilization of individual faculty mailboxes. Such notification shall include a statement of required qualifications and be provided two (2) weeks in advance of publication elsewhere, except with the concurrence of the Faculty Association. The College shall notify all Unit III members by internal distribution no later than January 15 of each year of anticipated vacancies for the Spring semester and by August 15 of anticipated vacancies for the Fall semester.

b) Whenever an opening for a position within Unit III shall occur, the Chairperson of the Peer Personnel Committee, (or in the event of the unavailability of the chairperson of the Peer Personnel Committee, the chairperson of the College Personnel Committee) shall have the right to inspect all applications for the position(s). Upon inspection, the chairperson shall have the right to make recommendations for interview. Such recommendations shall be given serious consideration but are advisory and not binding.

c) Representatives of the College Personnel Committee shall be given the opportunity to attend the interview of applicants. Reasonable attempts will be

made to schedule hiring interviews when members of the Committee can be present. Reasonable advance notification of a scheduled interview shall be transmitted in writing to the Chairperson of each committee.

d) Upon written request interviews of available applicants shall be offered to full-time faculty, adjunct faculty and outside applicants, in such order.

e) Every effort will be made to hire minority group members.

4. Department Heads.

a) In the last year of the appointment of a Department Head or Assistant Department Head, but not later than May 1st, the Department (including Technical Assistants and Senior Technical Assistants) shall hold an election, the results of which shall be made known to Department members and submitted to the President. The submission shall consist of the names of two persons who shall be deemed nominated for the position with the number of votes received by each. At his/her discretion, the President may recommend one of those individuals for appointment by the Board of Trustees.

b) The full-time department members shall be notified at least three (3) weeks prior to election of a Department Head and/or Assistant Department Head.

5. Transfers Between Disciplines.

a) Prior written consent of the faculty member is required in all instances of assignment outside the faculty member's discipline. Faculty members shall request transfer by submitting a vita to the Dean of Instruction or equivalent administrator who shall retain it on file for three (3) years. A faculty member may reactivate such request in response to subsequently announced vacancies by notifying the Dean of Instruction or equivalent administrator and submitting supplemental material if necessary.

A faculty member who wishes to transfer to another discipline must have obtained an appropriate Masters Degree and/or the appropriate qualifications for that discipline. The faculty member shall submit his/her applicat for transfer to the Dean of Instruction or equivalent administrator and to the Chairperson the College Personnel Committee. The Dean of Instruction and Chairperson of the College

Personnel Committee shall meet, discuss and present their individual recommendations to the President or his designee who may then grant the transfer.

Such transfer, if granted, shall be in accord with Article IV, K, 1. Upon transfer the faculty member shall be observed for a period of two (2) semesters. At the end of this period, the Dean of Instruction and the Chairperson of the College Personnel Committee shall again meet, discuss and individually recommend to the President or his/her designee. The President may permanently reassign the faculty member to the new discipline or, upon the request of the faculty member, the President may grant two (2) additional semesters for the purpose of observation. At any time during this transfer process and until the faculty member is permanently reassigned, the faculty member has the right of return to his/her previous discipline with no loss of rights or benefits.

b) If the qualifications of a faculty member who wishes to transfer are deemed not appropriate

the faculty member will be notified, and a copy of the notice shall be sent to the Faculty Association.

c) A faculty member tranferred on or after 15 September 1980 shall transfer rank, step, continuing appointment (if held) and College-wide seniority except for the following specific matters pertaining exclusively to the discipline: course or work assignments; scheduling; overload and heavy load. In these specific matters only seniority earned within the discipline will be used, except that the transferred faculty member shall earn seniority credit at the rate of two semesters of seniority for each semester served in the new discipline until such seniority credit is equal to the faculty member's total College-wide seniority. The transferred faculty member shall assume the title of the new discipline.

d) A transferred faculty member shall retain the seniority in the discipline he/she held originally.

e) A faculty member may teach a course(s) or perform duties in another discipline if qualified as defined in paragraph "a" above, and provided there are uncovered assignments in the new discipline.

f) A faculty member transferred prior to September 15, 1980 or covered under the provisions of Article IV, K, paragraph 2 and 3, shall not be subject to the restrictions above.

6. Transfers Among Campuses.

a) A faculty member's assignment may include classes on more than one campus. A faculty member may be transferred from one campus to another. Seniority provisions shall apply to all such transfers.

b) Faculty members may apply for a vacancy on another campus. Such transfers, if granted, shall be in accordance with Article IV, K, 1.

I. Academic Freedom.

Except to the extent that it or any portion thereof may be inconsistent with or contrary to any term or provision hereof, the AAUP Statement on Academic Freedom is hereby adopted and made part of this agreement as Appendix B.

J. Personnel Committees.

Peer Personnel Committees at the Selden Campus, the Eastern Campus and the Western Campus, and a College Personnel Committee shall be established by the Association to make recommendations on Unit III personnel to be considered by the Administration on matters involving hiring, promotions, dismissals and continuing appointments. All college personnel who are members of Unit III or Unit IV or members of the Administrative Exempt category shall be evaluated for academic promotion by the appropriate academic peer personnel committee or, where no committee exists, by the College Personnel Committee.

K. Seniority.

1. Seniority shall be defined as years of service in the College; but in cases where such years of service are equal, the faculty member having the higher academic rank shall be considered as having the greater seniority; but where these two factors are equal, the faculty member having the greater number of years of service in rank shall be considered as having the greater seniority. Seniority as above defined shall be a prime consideration by the Administration in the making of personnel

decisions, including, but not limited to, assignment to courses, overload assignments, transfers among campuses, assignments to registration duties and staff reductions.

2. Members of the Administration or other units appointed at any time prior to October 10, 1974, shall continue to accumulate and enjoy the rights of seniority as set forth in No. 1 above.

3. Members of the College Administration appointed subsequent to October 10, 1974, who have never performed Unit III services at Suffolk County Community College shall not be covered by nor enjoy the rights and accumulations set forth in No. 1 above.

L. Taping.

No member of the faculty shall be taped or otherwise recorded without his/her voluntary agreement and approval in writing.

M. Physical Conditions.

1. No more than four (4) full-time faculty members on the Ammerman or Eastern Campus shall be assigned to one phone extension number. At such time as the Western Campus has its own internal telephone system, the foregoing ratio shall be implemented.

2. The temperature guidelines for County office buildings shall apply in buildings on all campuses.

3. The Administration shall insure safe working conditions as set forth in "A Local Law Establishing Standards for the Regulation of Health and Safety Conditions for the County Employees" adopted by the 1980 Suffolk County Legislature.

4. Shared desk space and mail boxes (constructed by Spring 1985) shall be provided to each adjunct faculty member.

M. Child Care.

A committee shall be established consisting of three (3) members appointed by the President of the Faculty Association and three (3) members appointed by the President of the College to investigate the desirability and feasibility of the establishment of Child Care Centers on a self-sustaining basis on the Western and Eastern Campuses. The report of such committee and dissents, if any, when concluded shall be delivered to the President of the College with copies to the Chairperson of the Board of Trustees and President of the Faculty Association before January 1, 1986.

ARTICLE V
Faculty Benefits

A. Base Salary.

1. Base salary for full-time and adjunct faculty covered by this agreement shall be in accordance with the schedule set forth in Appendix A. Placement on the new salary schedule will be in accordance with Appendix A.

2. Full-time faculty members, whether or not in this unit, shall be given first priority in evening, intersession and summer teaching assignments, except where the College has the opportunity to employ persons who have special qualifications not possessed by College personnel. Full-time faculty members may teach three (3) paid overload courses or eight (8) overload hours, whichever is less, each semester, of which not more than one course or four (4) overload hours, whichever is greater, shall be day-overload assignment. Faculty members may teach a maximum of twenty-four (24) overload hours during the academic year (Fall and Spring semesters) and summer session. The summer session assignment period shall consist of the intersession period between the Fall and Spring semesters and the sessions conducted between the end of the Spring semester of one academic year and the Fall semester of the new academic year. Assignments shall be based upon seniority as defined in Article IV, K, 1.

3 a) Subject to the provisions of A(2) above, an adjunct faculty member will be assigned courses in any discipline in which he/she has been deemed qualified on the basis of seniority except when unusual circumstances prevail. Adjunct faculty hired after September 1, 1984, will be assigned courses in their discipline on the basis of seniority in their discipline except when unusual circumstances prevail. If unusual circumstances prevail in the hiring of an adjunct outside the seniority list, the Administration shall notify the Faculty Association in advance of such hiring. Seniority shall be based first upon the number of semesters in which the adjunct faculty member performed Unit III services, then upon the number of courses taught or assignments covered. For adjuncts who taught before September 1, 1972, additional seniority credit prior to that date shall be based only on the number of semesters taught prior to September 1, 1972 as submitted by the Association. Adjunct seniority shall include summer session (any/all employment between graduation and the first day of Fall semester) subsequent to September 1, 1980

as one semester. Seniority rights shall be lost in the event the member has not taught for eight or more consecutive semesters. In the event that after reasonable efforts are made to contact adjunct faculty with seniority rights, none is available, another person may be appointed to perform the assignment. In all such cases, the Faculty Association shall be advised. All adjunct faculty employed during the semester in which the catalog for the following year is prepared, shall be included in the catalog.

b) Notwithstanding the provisions of A(2) and A(3)(a) above, the Administration may limit an adjunct hired after September 15, 1984 to one course/assignment or three (3) credit hours, whichever is greater, over the first three (3) semesters after he/she is initially hired.

4. Adjunct faculty who are subsequently hired as full-time faculty shall be given credit for adjunct teaching experience in their placement on the full-time faculty salary schedule. Thirty (30) to thirty-two (32) credit hours or twenty-four (24) to

thirty [30] in the case of English teachers) shall be considered as one year of teaching experience for the purpose of placement on the full-time faculty salary schedule.

5. When an adjunct faculty member is hired full-time he/she shall be given the rank he/she held as an adjunct.

6. Each semester the Administration shall notify each adjunct of his/her rank, current assignment, and current credit hour rate. In addition, the Administration shall provide the Faculty Association with a copy of the current seniority print-out used by the evening offices.

7. By August 1 of each year, each adjunct shall be informed of the cumulative number of semesters and credit hours he/she taught.

B. Paid Sick Leave.

1. Sick Leave.

a) At the beginning of each school year each full-time faculty member shall be credited with a 13-day sick leave allowance to be used for absences caused by illness or physical disability of the faculty member.

The unused portion of a faculty member's sick leave allowance shall accumulate indefinitely. Upon retirement, one-half of accumulated sick days, up to a maximum of 180 days paid out of 360 days accumulated, shall be paid at the prevailing salary rate.

b) If all accumulated sick leave has been used, extended sick leave for an illness which lasts longer than twenty (20) days shall be granted at the rate of one pay period at half-pay, for each year of continuous service completed. The career aggregate of such extended pay periods shall not exceed the number of years of service.

c) Adjunct faculty shall be permitted to take two absences per course per semester without loss of pay for illness, disability or personal reasons unless the course meets only once per week and, in such case, only one absence per course per semester shall be paid for.

2. Personal Leave.

a) For full-time faculty, upon prior notification, leave up to five (5) days per year shall be permitted for matters which cannot be cared

for during times when they are normally off-campus. The faculty member shall make the sole determination of the use of personal leave days. Unused personal days at the end of each year shall be converted to accumulated sick days.

b) Effective September 1, 1985, classroom faculty shall be entitled to four (4) personal days per year as defined in paragraph "a" above. All other Unit III faculty shall continue to be entitled to five (5) personal days per year.

c) A full-time faculty member who is absent from a departmental or divisional meeting called upon proper notice and not excused for other professional obligations shall be charged one-quarter (1/4) day of the appropriate leave allowance. If other responsibilities were required during the day of the meeting, and were also missed, the charge of a full day's leave time will cover the meeting as well.

d) On any occasion where a faculty member is absent from all or a majority of his/her normal teaching assignment, and where this absence is charged as a Union business day, he/she will also be excused for a related absence on that day in either day or evening overload classes. This same rule

shall apply when a faculty member is absent due to travel at the request of the College for College business purposes.

3. Sabbatical Leave.

A sabbatical review committee of four (4) members appointed by the President of the Association and four (4) members appointed by the Administration will make advisory recommendations to the President for those candidates who have identical seniority status, after the seniority provisions have been applied. The Board, upon recommedation by the President after receiving the recommendation of the Review Committee will grant sabbatical leaves of absence for full-time faculty members, including Technical Assistants and Senior Technical Assistants, in accordance with the following specific provisions:

a) The number of sabbatical leaves shall be limited to five (5) percent of the full-time faculty each year. Any fraction shall be resolved to the nearest full number. Not more than one-half (1/2) of the sabbatical leaves granted shall be for the term of one (1) semester. Seniority in service shall be considered in the granting of such leave.

b) Full-time faculty members on continuing appointment shall be eligible for sabbatical leave after each six (6) years of continuous service at the College.

c) Two (2) of the sabbatical leaves each year shall be set aside for the Technical Assistants and Senior Technical Assistants, not more than one of which leaves may be for one (1) semester. Leaves set aside for Technical Assistants, not taken, shall be added to those available to other faculty members applying.

d) Sabbatical leaves shall be allocated between faculty applying for first sabbaticals and faculty applying for second or later sabbaticals according to the following procedure:

i) The primary criterion shall be years of continuous service to the College, either since joining the faculty (for a first sabbatical), or since returning from a previous sabbatical (for a second or later sabbatical).

ii) If the application of the first criterion makes eligible more faculty of equal seniority than there are sabbaticals available total sabbaticals shall be allocated in the following way: The number of faculty awarded first sabbaticals shall be the ratio of faculty seeking first sabbaticals to the total number of faculty eligible according to Criterion No. i, times the remaining awards.

The number of faculty awarded second or additional sabbaticals shall be the ratio of faculty seeking second or additional sabbaticals to the total number of faculty eligible according to Criterion No.i., times the remaining awards.

iii) College seniority, as defined in Article IV, Section K above, shall determine precedence within the first and second sabbatical groups.

e) The sabbatical leave shall be for a period not to exceed two (2) consecutive semesters.

f) The salary for the sabbatical leave will be at half-pay for two (2) semesters of leave or

full-pay for one (1) semester of leave. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such period.

g) Applications for sabbatical leave for the following academic year shall be submitted by December 15th and acted upon by the Board by March 1st of each academic year. Applications shall include a statement of purpose. The Sabbatical Committee by majority vote may also require additional information from the applicant.

h) Sabbatical leaves may be deferred by the Administration if, in the judgment of the President, the granting thereof would adversely affect a department or program of the College. However, if a department or program is staffed by only one full-time faculty memeber, the sabbatical leave shall not be deferred. If two or more faculty members in a department or program are eligible for sabbatical leave and one or more of the leaves must be deferred, the determination of whose leave is to be deferred shall be made according to seniority, or if seniority is equal, the determination shall be made by drawing lots.

If a sabbatical leave is deferred beyond the end of an academic year under this provision, it shall be scheduled for the following academic year without reducing the total number of sabbatical leaves which would otherwise be available to Unit III members during that academic year.

i) Upon return from sabbatical leave, the faculty member agrees to remain in a full-time faculty position for a minimum of one (1) year. Prior to the commencement of a sabbatical leave, a faculty member shall be required to execute documentation to assure repayment to the College of all costs related to the sabbatical leave in the event the faculty member does not return to the employ of the College. Faculty members shall be relieved of the obligation to return in the event of long term illness as determined by the County Office of Medical Review or of death. At the conclusion of one year of full-time service following sabbatical leave the documentation will be returned to the faculty member.

4. Faculty Development and Retraining Leaves.

a) Not later than December 1st of each year, the College will provide faculty members with a list

of those disciplines or areas in which the College foresees the possibility of a future reduction in overall work load and/or a list of those disciplines or areas in which the College anticipates an increase in overall work load. A faculty member who wishes to retrain in one of the disciplines or areas designated for growth may apply for tuition assistance and/or release time under this program. Release time granted a faculty member under this program shall not exceed 24 credit hours for a maximum of 4 years. Faculty granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through SUNY tuition assistance program) necessary to achieve minimum qualifications, up to $50 per credit and 50% of tuition above that amount, and up to $60 per course for books.

b) An application for assistance under this program, which shall include a statement of the courses to be pursued, shall be submitted in writing to a joint advisory committee, composed of an equal number of members appointed by the Administration

and the Faculty Association, not later than the April 15th prior to the academic period in which the course(s) is to be pursued. (Faculty in disciplines or areas of decline shall be given preferential consideration for assistance under this provision.) A faculty member shall fulfill qualifications not later than forty-eight (48) months* after the assistance commences and shall thereafter continue in the employ of SCCC for the next four (4) academic semesters, unless otherwise notified by the College. A faculty member granted such tuition assistance who fails to obtain the minimum qualifications or does not continue in the employ of the College for the requisite four (4) semesters shall be required to reimburse Suffolk County for all monies paid under this provision to the faculty member.

(*Barring any unforeseen circumstances beyond the control of the faculty member.)

c) Funding for this tuition and retraining assistance program shall be provided by the County in an

amount up to $10,000 per year commencing September 1, 1985.

5. Bereavement Leave.

A full- or part-time faculty member shall be granted four (4) calendar days without loss of pay in case and at the time of death in his/her "immediate family" which shall be defined as his/her spouse, child, stepchild, parent, legal guardian, siblings; two (2) calendar days without loss of pay in case of and at the time of death of his/her parent-in-law, step-parent, grandparent, grandparent-in-law, and grandchild. A faculty member is expected to notify the appropriate administrator as soon as possible regarding such leave.

6. Pregnancy/Maternity Disability and/or Child Care Leaves.

A. Generally

1. Leaves shall be granted by the Board of Trustees for maternity disability leave and/or child care in accordance with the following rules and regulations.

2. The employee concerned should give reasonable notification of intent to take such a leave so that arrangements may be made by the

department for a necessary replacement of the employee during the period of leave.

B. Pregnancy/Maternity Disability Leave

1. Maternity disability shall include any disability related to the pregnancy prior to the birth of the child, disability related to childbirth, or any disability to the mother originating from childbirth after the birth of the child.

2. Employees absent from work due to a medically recognized maternity disability shall be entitled to receive such benefits as provided in the collective bargaining agreement with respect to any other non-occupational illness or disability.

3. A pregnant employee shall be allowed to continue working for as long as she is physically (medically) capable of performing all of the duties of her position.

4. Absences for the reasons of maternity disability and maternity-related illnesses, at the option of the employee, may be charged to the employee's accumulated time reserve (vacation, sick, personal, comp. time) during the period

of maternity disability. An employee seeking maternity disability leave first may utilize all accumulated sick leave. At the exhaustion of such ordinary sick leave accumulation the employee has the option of using any and all accumulated vacation time, or if the employee is still medically unfit to perform the duties of her position and has been absent from work for at least 20 work days, the employee then shall be entitled to extended sick leave at the rate of one pay period at half pay for each year of continuous service completed, until such time has been exhausted, or until the disability ends, whichever first occurs. If the employee had not previously chosen to avail herself of accumulated vacation time, the employee then has the option, with the approval of the department head, to use such time upon completion of extended sick leave. This time may not extend beyond the time of the employee's disability.

5. No accumulated leave payment of any type may be made for absences after the 8th week after delivery unless an employee, because of illness, either related or unrelated to maternity disability, requests additional accumulated leave (except in accordance with B., 4). Such request for additional leave payments must be accompanied by a certificate from the employee's personal physician and must be approved by the Office of Employee Medical Review. The Director of Employee Medical Review shall evaluate such certificate, and may, at his/her discretion, require the employee to submit to a physical and/or medical examination. Where the Director of Employee Medical Review and the employee's physician disagree, the Office of Personnel and Labor Relations shall make a final decision, with the assistance of qualified medical personnel, which shall be binding on both parties. The employee may request that the Office of Personnel and Labor Relations state, in writing, the basis of their decision.

6. A full- or part-time member shall be excused from work for jury service or if he/she appears as a witness in court. Such faculty member shall be paid his/her regular salary less the fee he/she receives for acting as a juror or witness, except when serving during a week when he/she has no assigned duties.

7. Extended Leave.
The College, at its discretion, may authorize extended leave for any of the above clauses in those cases where conditions warrant it.

8. Leave Deductions.
In no case shall leave be deducted from vacation days or holidays unless agreed to by the faculty member.

9. Retention of Faculty Benefits.
Any faculty member on a paid leave of absence including sabbatical, shall retain all accrued benefits without exception during the periods of said leave.

C. Unpaid Leaves of Absences.

1. Military leave of absence shall be granted to any faculty member who is inducted or who enlists in lieu of induction in any branch of the Armed Forces of the United States. Military leave shall also be granted for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

2. Child Care Leave.
Unpaid child care leave shall be granted for a maximum of one (1) year. Upon request, the leave may be extended beyond the one-year limit. A faculty member returning from child care leave shall be placed on the same step of the salary schedule that he/she would have occupied when he/she left on leave if he/she begins such during the first semester. Otherwise, he/she shall be placed on the next step.

3. Other Purposes.

Faculty members may be granted up to two years of unpaid leave for purposes of advanced study, exchange teaching, service in professional organizations, political activities or work in the professional area of competence. The Board of Trustees may extend such leave beyond the two year period. Total number of such leaves in any one year shall not be such as to jeopardize the normal operations of the College.

4. Retention of Benefits.

Any full-time faculty member on unpaid leave of absence shall retain all previously accrued benefits without exception, but shall not accrue additional benefits excepting only seniority during the period of said leave.

D. Admission to Courses.

1. A full-time or part-time faculty member who has served more than four (4) semesters may be admitted under a tuition reimbursement plan to any one (1) course offered in the College per semester, provided the faculty member secures prior approval from the Dean of Instruction and successfully completes the course. Tuition for such courses shall be paid by the County.

2. The spouse and dependent children of full-time faculty members who have been employed at the College four (4) or more consecutive semesters may be admitted to courses offered by the College under a tuition reimbursement plan to a maximum of six (6) credits per year, per faculty member, subject to all registration/enrollment requirements and successful completion of the course(s). Tuition for such courses shall be paid by the County.

E. Attendance at Conferences.

1. The County agrees to reimburse a full-time faculty member for expenses up to $150. for attending at least one professional conference of his/her choice with the recommendation of the appropriate Administrative Officer from September 1 to August 31 each academic year. Expense reimbursement shall be in accord with the applicable County guidelines per conference regardless of the location of the conference or the date of application for conference attendance. Recommendation shall not be refused for a conference professionally connected to the faculty member's discipline or his/her professional responsibilities or retraining program. Permission

shall not be refused for faculty members who do not have scheduled duties on the date of a conference which would otherwise be proper under the above rules. The appropriate Administrator shall have discretion to approve one or more members who have scheduled duties, if this seems desirable. If application for conference attendance is submitted at least six (6) weeks in advance of such conference, the faculty member shall receive at least two (2) weeks prior notice from the Administration concerning the application.

2. The faculty member shall have the option to take a College car or his/her personal vehicle or travel by mass transit. Mileage claims for use of personal vehicle or mass transportation will be in accordance with County guidelines.

3. The County agrees to set aside $4000 per year to reimburse Unit III faculty whose total allowable expenditures for an approved professionally related conference exceed $200. Additional reimbursement shall be evenly distributed among the eligible faculty in an amount not to exceed actual expenditures. In the event that after such distribution,

funds are still available, faculty who have incurred extraordinary conference expenses shall be equally reimbursed up to the amount allowable by the balance of the fund for the fiscal year. Application for additional conference attendance reimbursement must be made at the same time that the original conference request is submitted.

F. Mileage Allowance.

1. If a faculty member's full-time duties require travel assignments at more than one (1) campus (i.e., location) per day, the faculty member shall be reimbursed for the mileage between assigned locations at a rate of $.24 per mile. The County shall make all reasonable efforts to issue checks for mileage reimbursements within twenty-one (21) days after submission of properly executed vouchers as prescribed by the County.

2. In the event the County increases the mileage allowance for any employee group, this contract shall be deemed modified to reflect the increase.

G. Insurance Program

1. Group Health Insurance

a) The County shall provide full family health care insurance benefits to each full-time faculty member under the several optional

hospitalization and surgical insurance policies as provided in the current State Plan, and shall pay for the coverage selected by the employee from said plan in accordance with the eligibility requirements set forth by the State of New York.

b) The Association recognizes the County's right to self-insure its group health insurance at a future date. Should the County do so, the Association recognizes that such self-insurance would be in place of the current option offered by the State Plan. The benefits provided by the self-insurance program shall be at least equal to the current health insurance benefits.

c) If and when any one or all of the several hospitalization and surgical insurance policies as provided in the current State Plan shall make available optional group insurance fully paid by employees, adjunct bargaining unit employees shall be permitted to participate on the same basis available to other County employees.

2. Liability Protection.

The County shall provide coverage under its comprehensive liability insurance for employees while acting in the discharge of their duties and within the scope of their employment.

3. Benefit Fund.

a) All full-time faculty shall receive dental and other benefits through the Suffolk County Municipal Employees Benefit Fund Plan in accordance with the rules and regulations of such Fund.

b) If and when the Suffolk County Municipal Employees Benefit Fund Plan shall make available optional group insurance fully paid by employees, adjunct bargaining unit employees shall be permitted to participate on the same basis available to other County employees.

4. Pension or Retirement.

a) The County will continue to provide the existing pension or retirement plans afforded full-time faculty members. Faculty members shall, for a period of thirty (30) days following employment, have the right to choose between the New York State Teachers Retirement System, the New York State Employees Retirement System and TIAA-CREF Optional Retirement Program or lacking selection shall become

members of the New York State Teachers Retirement System.

b) Adjunct faculty shall be afforded the opportunity to join the New York State Teachers Retirement System. Only if the adjunct faculty member is a member of the New York State Teachers Retirement System shall he/she be entitled to social security coverage of his/her wages.

5. Early Retirement Program

Effective 1 September 1985 this contract shall reopen for the sole purpose of negotiating an Early Retirement Incentive Program.

6. Death Benefit.

a) The County will assure that each full-time faculty member will have a death benefit of at least $20,000. so that where a retirement or pension plan paid by the County provides less than a $20,000. death benefit, the County will provide the difference between the amount paid and $20,000.

b) Accumulated sick days will also be paid at the rate of one day for each two days accumulated up to a maximum of 180 days paid for 360 days accumulated. Vacation days will be paid for at the rate of one-for-one.

7. Worker's Compensation.

The College will provide Worker's Compensation coverage required by State law.

ARTICLE VI
Grievance Procedure

Section I. Declaration of Purpose.

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Trustees, the Chief Executive Officer, the Administration and the Faculty of Suffolk County Community College is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances of faculty members free from coercion, interference, restraint, discrimination, or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II. Definitions.

2.1 A Grievance is a claim by a faculty member, group of faculty members, the Association, or by the Chief Executive Officer that there has been a violation, misinterpretation, or misapplication of any provision of this contract.

2.2 The term Supervisor shall mean any department head, division chairperson, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

2.3 The Chief Executive Officer is the President of the College.

2.4 Association shall mean the Faculty Association of Suffolk County Community College.

2.5 Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

2.6 Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

2.7 Grievance Committee is the committee created and constituted by the Faculty Association of Suffolk County Community College.

2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III. Procedures.

3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the parties involved in the grievance.

3.3 If a grievance affects a group of faculty members, or the Association, it may be submitted directly to Stage 2.

3.4 The preparation and processing of grievances shall be conducted at such times as will afford all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty other than teaching of classes without loss of pay.

3.5 All parties agree to facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications, and records, except legally privileged material concerning the alleged grievance.

3.6 Except as otherwise provided in Article 5.1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

3.7 In the event an official transcript is made, the party making the same shall furnish at its expense copies to the other parties to the grievance.

3.8 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents shall be printed by the County and

distributed to the members of the faculty so as to facilitate operation of the grievance procedure.

3.9 All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.

3.10 Nothing contained herein will be construed as limiting the rights of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this agreement.

3.11 In any and all cases where the aggrieved party(s) is not represented at any stage of the grievance procedure by the Faculty Association of Suffolk County Community College, the hearing officer making the decision will cause to be served upon the Faculty Association of Suffolk County Community College a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by such hearing Officer. The Association may, in its sole and uncontrolled

discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

3.12 The Association's Grievance Committee shall be entitled to at least four (4) calendar days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participation in and express its position and offer proof, if so advised, during the hearing on such grievances even though it does not represent the aggrieved party.

3.13 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further that Stage 5 of this grievance procedure shall be available only to the Association and those aggrieved parties represented by it.

3.14 Any and all notices which this grievance procedure requires to be given to the Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer or, in his/her absence, to the person then in charge of his/her office.

Section IV. Time Limits.

4.1 Grievances will be initiated at the first available stage within thirty (30) working days after the act or condition occurred or the faculty member should have known of the act or condition on which the grievance is based.

4.2 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, the Association, or Administration within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

4.3 In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term or if not possible such grievance can be carried over to the next academic year.

Section V. Stages of Grievance Procedure.

5.1 Stage 1 - Supervisor.

A faculty member having a grievance will, within 30 working days, discuss it with his/her immediate supervisor whether directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

If the matter is unresolved, said decision shall be in writing and rendered within ten days after presentation.

5.2 Stage 2 - Dean

If any aggrieved party is not satisfied with the decision of his/her immediate supervisor and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall within ten (10) working days file a written appeal of the decision at Stage 1 with the appropriate Dean or his/her duly authorized representative.

Copies of the written decision at Stage 1 shall be sumbitted with the appeal. Within ten (10) working days after the receipt of the appeal, the Dean shall set a date for a hearing and notify the faculty member and the Grievance Committee, or its representative, and all other parties in interest of said date and hearing will be commenced within ten (10) working days after receipt of the appeal by the Dean. The Dean shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.3 Stage 3 - President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved party or his representative, within ten (10) working days, shall file a written appeal of the decision at Stage 2 with the Chief Executive Officer. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within ten (10) working days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative and all other parties in interest of said date and hearings will be commenced within ten (10) working days after receipt of the appeal by the Chief Executive Officer.

The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.4 Stage 4 - Suffolk County Director of Personnel and Labor Relations

If an aggrieved party is not satisfied with the written decision at the conclusion of Stage 3 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative , within ten (10) working days, shall file a written appeal of the decision at Stage 3 with the Suffolk County Director of Personnel and Labor Relations. Copies of the written decision at Stage 3 shall be submitted with the appeal. Within ten (10) working days after receipt of the appeal, the Suffolk County Director of Personnel and Labor Relations or his/her duly authorized representative shall set a date for a hearing and notify the faculty and the Grievance Committee or its representative and all other parties in interest of said date, and hearings will be commenced within ten (10) working days after receipt of the appeal by the Suffolk County Director of Personnel and Labor Relations. The said County Director shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.5 Stage 5 - Binding Arbitration.

a) If an aggrieved party represented by the Association and the Association or the Administration are not satisfied with the decision at the previous stage and the Association or the Administration determines that the grievance is meritorious it may be submitted to Suffolk County P.E.R.B. by written notice to the other party within ten (10) working days of the decision at the previous stage, a copy going to the County Director of Personnel and Labor Relations.

b) The parties will then be bound by the New York State PERB guidelines.

c) The selected arbitrator will hear the matter promptly within fourteen (14) working days of his/her selection, and will issue his/her decision not later than thirty (30) working days from the date of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

d) The arbitrator shall not have the power or the authority to make any decision which requires the commission of an

act prohibited by law or which is violative of the terms of this agreement, or which requires legislative appropriation of funds in addition to those required to fulfill the terms of this agreement.

e) The decision of an arbitrator shall be final and binding upon all parties.

f) The costs for the service of the arbitrator, including expenses if any, will be borne equally by the County and the Association.

Section VI - Grounds for Separation

6.1 The services of members of the professional staff who have completed their probationary period and have been awarded a continuing appointment may be terminated at any time for just cause, including but not limited to neglect of duties, personal misconduct, or physical or mental incapacity after such notice and opportunity to be heard are provided. The grounds for termination of continuing appointment shall not be interpreted to constitute interference with academic freedom. The termination or non-reappointment of a faculty member during the first two years of his/her probationary service shall not be subject to review under the grievance and arbitration procedure of this agreement. During the next three years of his/her probationary period, any termination, non-reappointment or failure to award a continuing appointment

may be raised as a grievance but may not be referred to arbitration under this agreement. In lieu of the arbitration step, the terminal step of the grievance shall be before the Board of Trustees of the College.

6.2 Notice

When the President of the College has information or receives a complaint against a member of the professional staff holding continuing appointment containing allegations which, if true, might serve as grounds for dismissal for just cause, and he/she deems such information or complaint to be substantial, he/she shall give reasonable notice to the person concerned of a meeting to discuss the matter with the President or his/her designee. Such notice shall advise the individual of the purpose of the meeting and of the opportunity to be accompanied by Faculty Association representatives if the faculty member chooses. The Faculty Association shall also receive a copy of such notification. The President shall cause to be made such further investigations as he/she deems appropriate. If he/she believes that charges should be brought against such person, he/she shall cause to be served upon the person concerned and on the Faculty Association a written statement of the charges against such person.

6.3 Request for Hearing.

Except where the College determines that suspension without pay pending the disposition of the charges is warranted, final action shall not be taken on such charges until after the expiration of thirty (30) working days from the date of service of such notice upon the person being charged, during which time he/she may institute the grievance procedure of this agreement at Stage 3.

Section VII - Budget or Program Curtailment

7.1 If owing to a financial exigency that should be demonstrably bona fide, it becomes necessary to reduce the number of departmental positions filled by faculty members with continuing appointment; such continuing appointment may be terminated by action of the Board of Trustees; the President of the College will however first explore with the College Personnel Committee ways of avoiding dismissals including but not limited to retraining. If such dismissals cannot be avoided, retention will be based as far as possible on academic precedence, the determination of which shall include: seniority as a faculty member at the College, teaching proficiency, scholarships and publications, and constructive and demonstrated service to the College. If financial conditions permit any rehires within three (3) years, the College shall, before

offering the position to anyone else, invite qualified excessed faculty to return in order of their College-wide seniority at the time of excessing.

ARTICLE VIII
Faculty Status

A. Contracts

1. Annual letters of appointment or letters of intent to full-time faculty shall be issued by April 1 of the first year of employment; February 1 of the next three years of employment, and by December 15 of the fifth year of employment, or by May 30 for employees hired in mid-year for the first year of employment.

2. Said letters of appointment are to be signed and returned to the President within thirty (30) calendar days.

3. Full-time faculty members entering their sixth year of employment with the College shall be granted continuing appointment. Prior to being granted continuing appointment, full-time faculty members shall be considered to be on a probationary status. Full-time faculty members who transfer from another regionally accredited institution of higher education wherein tenure was achieved may be granted continuing appointment after two years of employment with the College.

B. Duties of Full-time Faculty.

Full-time faculty members have the following duties and responsibilities:

a) To conduct their assigned classes, in the designated locations for the scheduled length of time, as described in the College Catalog and in accordance with the approved course outline.

b) To submit grades for all students in their assigned classes within the deadline published in the Academic Calendar, which grades will not be altered except as the result of an appropriate administrative procedure.

c) To attend General Faculty Meetings, and to serve in the Faculty Senate, Academic Assembly or Congress and on Standing Committees if elected or appointed.

d) To participate in Divisional and Departmental meetings and operations, including such matters as development of curriculum and evaluation of existing course offerings and instructional programs.

e) To proctor final examinations, to maintain scheduled office hours, and to fulfill assigned duties relating to the academic advisement and course placement of students, and the registration procedures of the College.

f) To serve voluntarily as advisers to student organizations and to attend student events, when invited by the students.

g) Members of the library staff and counseling staff shall perform their assigned duties as defined in the 1971-1972 Faculty Handbook, and participate in the meetings and other activities appropriate to their department and the College as a whole.

h) In addition to his/her regular duties, each classroom full-time faculty member shall provide eight hours of student advisement per semester which may include an advisement orientation scheduled during common hours. The College shall make every effort to equalize the number of student advisees to each faculty member. With the consent of the faculty member, other project assignment(s) may be made in place of student advisement.

i) In addition to his/her regular duties, each classroom full-time faculty member who elects to teach during the Summer session, shall also provide eight hours of student advisement, as directed by the Administration.

C. Outside Employment.

Except for adjunct faculty, full-time employment by Suffolk County Community College shall be considered the basic employment of the individual, and he/she shall limit such other compensated professional activity so as not to impair his/her educational effectiveness.

D. Evaluation of Faculty.

1. A formal evaluation shall be defined as a written assessment of a faculty member's performance to be used in determining personnel actions and/or assessing professional competence. The process of evaluation shall include observations of teaching and/or performance of professional duties.

   The individual faculty member shall sign and date each formal evaluation report, shall receive a copy of each evaluation report and shall be permitted to file a written reply to any portion of such report to which he/she may take exception.

2. Observations. Observations may be initiated either by the faculty member or by the Administration, and shall be limited to a reasonable number per year. All observations shall be done with the full knowledge of the faculty member being observed.

3. The following personnel actions (promotion, continuing appointment, and term appointment) shall be preceded by at least one scheduled formal observation.

The faculty member shall receive written notice at least forty-eight (48) hours (or as to adjunct faculty members one scheduled class meeting period), in advance for each scheduled formal observation. Such notice shall include the name of the administrator(s) conducting the observation, the time of the observation and the course or duties to be observed. The Chairperson of the appropriate Peer Personnel Committee shall also receive a copy of the notice at least forty-eight (48) hours (or as to adjunct faculty members one scheduled class meeting), in advance of the scheduled observation and the faculty member shall have the right to invite a representative of the Peer Personnel Committee to the scheduled observation.

4. The faculty member shall have an opportunity to discuss the observations with the observer before the report is written. The Administrator who has conducted the observation shall schedule a meeting with the faculty member to discuss the observation within five (5) working days or in the case of

adjunct faculty at least two (2) class meetings. The report of the observation shall be written by the observer and the faculty member shall receive a copy thereof within twenty-one (21) calendar days following the observation or fourteen (14) calendar days following the discussion but in no event beyond the end of the semester.

5. The faculty member shall receive individualized reasons in writing for promotion denial.

6. The individual faculty member shall sign and date each observation report and be permitted to file a written reply to any portions of such report to which he/she may take exception. Such signature shall not constitute agreement or disagreement with the contents.

E. Eligibility for Promotion.

Progression from rank to rank is not automatic, but is based upon meritorious performance of teaching and other duties, service to the College and community and professional growth. Any precedent heretofore to the contrary notwithstanding, guidelines for a full-time faculty member to be considered and recommended for promotion are service in his/her present rank for the following number of years.

1)	for promotion to Assistant Professor:	Three (3) years as Instructor
2)	for promotion to Associate Professor:	Four (4) years as Assistant Professor

3)	for promotion to Professor:	Five (5) years as Associate Professor
4)	for promotion to Senior Technical Assistant	Four (4) years as Technical Assistant

For persons outside of Unit III being considered for academic promotions the review procedures set forth in Article IV shall apply, it being understood that the President shall have the right to reject recommendations of the committee to him/her or to institute promotions.

Guidelines for an adjunct faculty member to be considered and recommended for promotion are services at Suffolk County Community College in his/her present rank for the following number of semesters with accumulation of the following number of teaching hours:

1) for promotion to Adjunct Assistant Professor: ten (10) semesters and thirty-nine (39) teaching hours as Adjunct Instructor.

2) for promotion to Adjunct Associate Professor: fourteen (14) semesters and fifty-four (54) teaching hours as Adjunct Assistant Professor.

3) for promotion to Adjunct Professor: eighteen (18) semesters and sixty-nine (69) teaching hours as Adjunct Associate Professor.

Employment during the Fall and Spring semesters and, effective September 1, 1980, regular summer sessions only shall count toward the above semester and teaching-hour minimums. Adjunct promotions shall only be considered for September 1st. Adjunct promotion shall be announced by June 1st.

F. Work Year.

Unless prevented by prior commitments which make them physically unavailable, all faculty members on ten-month appointment shall be available for emergency meetings of academic committees or emergency consultations of an academic nature during the period from September 1 through June 30, exclusive of holidays and recess period in the Academic Calendar. However, if an individual has no assignments or responsibilities on a particular day, he/she need not be present on the campus on that day.

G. Status of Administrative Officers.

Any faculty member holding academic rank who assumes administrative duties may subsequently return to teaching when a vacancy exists in his/her department or area, and he/she shall resume all rights and privileges that he/she would have had if he/she had continued in teaching status without interruption. Continuing appointment acquired during the academic appointment shall remain in effect if and while such faculty member assumes an administrative

position, and vice versa. The provisions of Article IV(K) and Article VII(E) apply to determination of rank and seniority provisions.

ARTICLE VIII
Rights of Administration

Except as otherwise specifically set forth in this agreement, the County, the Trustees, and the Administration of the College and their designated supervisory officials shall be solely responsible for the operation and control of the College and its personnel.

ARTICLE IX Term of Agreement

The term of this agreement shall be retroactive from 1 September 1984 and continue in force and effect until 31 August, 1988. The agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change, or modify any provisions of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counterproposals. It is, accordingly, agreed that during the term of this agreement neither party shall be bound to negotiate any addition to, change, or modifications of this agreement. However, by mutual consent the parties to the agreement may discuss and negotiate items which arise during the life of this agreement. The execution of this agreement by the County Executive is subject to authorization and approval by the Suffolk County Legislature.

FACULTY ASSOCIATION OF SUFFOLK COUNTY COMMUNITY COLLEGE

Ellen Schuler Hauk
Ellen Schuler Hauk
President

Dated: 6/24/85

COUNTY OF SUFFOLK

Peter F. Cohalan
Peter F. Cohalan
County Executive

Dated: 6/24/85

APPENDIX A

Salary Schedule

1. Ten-month base salaries of individuals currently in the faculty of the College shall be determined for the four academic years covered by this Agreement in the following manner:

   a) Find the faculty member's academic step for 1983-1984 in the 1980-1984 Agreement between the County of Suffolk and the Faculty Association. This is his/her academic step for 1984-1985. A faculty member employed as of September 1, 1984 shall remain on the academic step at which he/she was employed.

   b) Find the salary on Table 2A corresponding to the step obtained in "a." This is the individual's ten-month base salary for 1984-1985.

   c) Add one (1) step to his/her academic step for 1984-1985. This is his/her academic step for 1985-1986, provided this step is not higher than the maximum step for his/her academic rank in 1985-1986 (as indicated on Table 1). In the latter case, the maximum step of this rank is his/her academic step for 1985-1986.

   d) Find the salary on Table 2B corresponding to the step obtained in "c." This is the individual's ten-month base salary for 1985-1986.

e) Add one (1) step to his/her academic step for 1985-1986. This is his/her academic step for 1986-1987, provided this step is not higher than the maximum step for his/her academic rank in 1986-1987 (as indicated on Table 1). In the latter case, the maximum step of this rank is his/her academic step for 1986-1987.

f) Find the salary on Table 2C corresponding to the step obtained in "e." This is the individual's ten-month base salary for 1986-1987.

g) Add one (1) step to his/her academic step for 1986-1987. This is his/her academic step for 1987-1988, provided this step is not higher than the maximum step for his/her academic rank in 1987-1988 (as indicated on Table 1). In the latter case, the maximum step of this rank is his/her academic step for 1987-1988.

h) Find the salary on Table 2D corresponding to the step obtained in "g." This is the individual's ten-month base salary for 1987-1988.

2. Newly appointed faculty members shall be placed on the appropriate step of the salary schedule according to their background. To determine the appropriate step, the following guidelines shall be instituted:

a) One year of full-time college teaching at a regionally accredited college in the rank of Instructor or above, in the area he/she will teach at the College, is equivalent to one step.

b) Two years of full-time high school teaching in the area he/she will teach at the College is equivalent to one step.

c) Two years or more of appropriate business, industrial, or other job-related experience is equivalent to one step, it being understood that the determination of appropriate equivalent experience shall be accomplished by the Academic Vice President whose determination shall be final and not subject to review.

d). In no case shall any new faculty member be appointed to a position higher than the beginning step for Associate Professor.

3. Newly appointed faculty members shall be placed in academic rank by the Academic Vice President, taking into consideration prior college teaching experience, other teaching or related experience, and education. Such determination of academic rank shall not be subject to review.

4. Adjunct faculty shall be paid for each teaching hour as provided for their rank on Table 3.

5. In addition to the base salary, a promotion increment bonus will be paid to all full-time faculty who receive a promotion in rank on or after September 1, 1980. The bonus shall be five per cent (5%) of their base salary as of the time of the promotion. Such promotion bonus shall not be deemed to be part of the faculty member's regular salary.

6. Twelve-month Technical Assistants shall, in addition to their ten-month base salary, receive a stipend equal to twenty per cent (20%) of their ten-month base salary.

7. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

TABLE 1

Step	Tech.	Sr. Tech.	Inst.	Asst. Prof.	Assoc. Prof.	Professor
-6	1					
-5	2					
-4	3					
-3	4	1				
-2	5	2				
-1	6	3				
0	7	4	1			
1	8	5	2			
2	9	6	3			
3	10	7	4			
4	11	8	5	1		
5	12	9	6	2		
6		10	7	3		
7		11	8	4		
8		12	9	5		
*9		*13	10	6	1	
			11	7	2	
			12	8	3	
			13	9	4	
			14	10	5	
			15	11	6	
			16		7	
			17		8	
			18		9	
			19		10	
			20		11	
			21			
			22			

*Effective September 1, 1985

TABLE 2-I-

Technicians' Salary Schedule

Step	A 84/85	B 85/86	C 86/87	D 87/88
-6	15,158	15,693	16,284	16,924
-5	15,748	16,304	16,919	17,584
-4	16,362	16,939	17,578	18,269
-3	16,999	17,599	18,263	18,981
-2	17,662	18,285	18,974	19,720
-1	18,350	18,998	19,714	20,488
0	19,065	19,738	20,482	21,287
1	19,807	20,507	21,280	22,116
2	20,579	21,306	22,109	22,978
3	21,381	22,136	22,970	23,873
4	22,214	22,998	23,865	24,803
5	23,079	23,894	24,795	25,769
6	23,979	24,825	25,761	26,773
7	24,913	25,792	26,765	27,817
8	25,884	26,797	27,807	28,900
9	-	27,841	28,891	30,026

TABLE 2-II-

Instructors', Assistant Professors', Associate Professors' and Professors' Salary Schedule

Step	A 84/85	B 85/86	C 86/87	D 87/88
0	17,797	18,425	19,120	19,871
1	18,587	19,243	19,968	20,753
2	19,412	20,097	20,855	21,674
3	20,273	20,989	21,780	22,636
4	21,173	21,921	22,747	23,641
5	22,113	22,894	23,757	24,690
6	23,095	23,910	24,811	25,786
7	24,120	24,971	25,913	26,931
8	25,190	26,080	27,063	28,126
9	26,308	27,237	28,264	29,375
10	27,476	28,446	29,518	30,679
11	28,696	29,709	30,829	32,040
12	29,969	31,027	32,197	33,462
13	31,300	32,405	33,626	34,948
14	32,689	33,843	35,119	36,499
15	34,140	35,345	36,677	38,119
16	35,655	36,914	38,305	39,811
17	37,238	38,552	40,006	41,578
18	38,891	40,263	41,781	43,423
19	40,617	42,051	43,636	45,351
20	42,420	43,917	45,573	47,364
21	44,303	45,866	47,596	49,466
22	46,269	47,902	49,708	51,662

TABLE 3

ADJUNCT FACULTY SALARY

	84/85	85/86	86/87	87/88
Technical Assistant	$296.	$317.	$339.	$363.
Senior Technical Assistant	338.	362.	387.	414.
Instructor	379.	406.	434.	464.
Assistant Professor	422.	452.	484.	518.
Associate Professor	465.	498.	533.	570.
Professor	524.	561.	600.	642.

APPENDIX B

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher[1] is entitled to full freedom in research and in the publication[2] of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but should be careful not to introduce into his teaching controversial matter which has no relation to his subject.[3] Limitations of academic freedom because of religious or other aims[4] of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen[5], he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of

others, and should make every effort to indicate that he is not an institutional spokesman.

Academic Tenure

(a) After the expiration of a probationary period,[6] teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause,[7] except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing[8] that his new appointment is for

a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.[9]

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher, previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution.[10] In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an advisor of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the

parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.[11]

2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.

3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section of Academic Freedom and

believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a)(4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

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[1]The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties. (Editor's Note. In practice the term "teacher" is often replaced by "professor" because it applies to higher education and extends to both the research and the teaching function.)

[2](Editor's Note. There may be justification for very special limitations upon publication where the individual concerned has in advance clearly accepted them; for example: a limitation based upon the fact that the work to be accomplished will involve the efforts of several persons, who are ethically bound to publish as a group.)

[3](Editor's Note. Some courses of study require consideration of matter on which the teacher is not in all aspects expert; thus the teacher of English composition or literature may have to deal with writings about race relations, sexual mores, or social philosophy. A teacher handling mixed responsibilities of this type ordinarily indicates the limits of his expert judgment, and should not be subject to particular scrutiny because he may deal with controversial issues.)

[4](Editor's Note. Problems sometimes arise through the failure of an institution to be explicit about its particular limitations at the time of appointing a teacher, or the failure of a teacher to observe limitations which he has accepted--short of waiver of his fundamental academic obligations.)

[5](Editor's Note. An issue has also arisen regarding the right to silence or conversely, the obligation of disclosure. For detailed presentation of the Association position, see elsewhere.)

[6](Editor's Note. Appointments of an irregular or special kind may not count toward fulfillment of a probationary period if they are in fact exceptional and of relatively brief duration; many institutions appoint scholars for a semester or a year on a temporary basis. But such appointments may, if repeated, be regarded by the profession as in fact to have been regular appointments and to have retrospective force. Colleges and universities should have written general regulations indicating whether time on sabbatical or research leave should count as probationary service.)

[7](Editor's Note. The 1940 Statement does not define "adequate cause" in particular terms, although later references, in the section entitled "Academic Tenure, (4)," to "incompetence" and "reasons not involving moral turpitude" permit a number of inferences. A resolution adopted by the 1953 Annual Meeting states that, "The tests of the fitness of a college teacher should be his integrity and his professional competence, as demonstrated in instruction and research." Whatever the alleged "adequate cause" may be, it should be proved before a faculty hearing committee.)

[8](Editor's Note. Many cases involving failure to count prior service arise at institutions which have not entered into a written agreement at the time of final appointment, or lack a general rule, or both.)

[9](Editor's Note. The probationary period is determined by the decision of the institution not to reappoint a person. If this decision is reached during the first year of service, it would obviously be impossible to give a year's notice (and it is likely that the writers of the 1940 Statement were thinking in the context of their less hurried times). In order not to impose an unreal standard, the Association has for many years applied standards of notice more in conformity with developing practices in higher education; these standards are set forth elsewhere.)

[10](Editor's Note. The 1958 Statement of Procedural Standards in Faculty Dismissal Proceedings is largely an elaboration and commentary upon this section of the 1940 Statement, which sets forth the minimum essentials for adjudication of termination situations.)

[11](Editor's Note. The proscription against retroactivity was directed to the situation in 1940; it was not intended to suggest that an institution formally adopting the 1940 Statement in 1966 would thereby be excused from extending its protection to a faculty member whose first appointment was, say, in 1962.)

AGREEMENT BETWEEN

THE COUNTY OF SULLIVAN
AND SULLIVAN COUNTY COMMUNITY COLLEGE

AND THE

PROFESSIONAL STAFF ASSOCIATION OF
SULLIVAN COUNTY COMMUNITY COLLEGE

AGREEMENT made the day of March, 1984, between the COUNTY OF SULLIVAN, a municipal corporation with its principal office in the County Government Center, Village of Monticello, Sullivan County, New York 12701, hereinafter referred to as the County or Employer, and the SULLIVAN COUNTY COMMUNITY COLLEGE, an administrative adjunct of the County of Sullivan, with its principal office in Loch Sheldrake, New York 12759, hereinafter referred to as the College, and the PROFESSIONAL STAFF ASSOCIATION OF SULLIVAN COUNTY COMMUNITY COLLEGE, an unincorporated association, with its offices at Loch Sheldrake, New York 12759, hereinafter referred to as the Association.

ARTICLE 1
APPLICABLE LAW

101 This Agreement shall be interpreted in accordance with the statutes of the United States of America and such other laws and regulations as may be applicable thereto; the CIvil Service Law, the Education Law, Rules of the Board of Regents - Regulations of the Commissioner of Education, the County Law and the General Municipal Law of the State of New York, and such other statutes as may be applicable thereto, and shall supersede any regulation or policy of the College or the County.

ARTICLE 2
DEFINITIONS

Except as otherwise provided in this agreement or where the context requires a different meaning, the terms used in this agreement shall have the following meaning:

201	Employer -	Board of Supervisors of the County of Sullivan
202	County -	County of Sullivan
203	Trustees/Board of Trustees -	Board of Trustees of Sullivan County Community College
204	College -	Sullivan County Community College acting through its Trustees or Designee.
205	President -	President of Sullivan County Community College.
206	Association -	Professional Staff Association of Sullivan County Community College
207	Agreement -	This written agreement between the Employer - College and Association.
211	Professional Staff/ Employee -	All employees of the bargaining unit.
212	Academic Teaching Staff -	Professor, Associate Professor, Assistant Professor, and Instructor, whose primary responsibility is teaching, and appointed division chairpersons.
213	Academic Non-Teaching Staff -	Professor, Associate Professor, Assistant Professor, Instructor, whose primary duties are non-teaching including the Director of Library Services, Counselors and Librarians.
214	Academic Support	All other members of the Staff - Professional Staff.

215 Division ChairPersons - The persons holding the title of Chairperson of the Divisions of Business; Civil Technology; Commercial Art; Hotel Technology; Humanities; Natural Sciences and Mathematics; Social and Behavioral Sciences; Physical Education, Recreation and Athletics; and the Director of Library Services.

221 Work Day - Day when College is open for business.

222 Class Day - Day when classes are in session or scheduled examinations are given during the Fall and Spring semesters.

231 Academic Year - The Fall and Spring terms not including the Winter or Summer terms of the school year.

232 Base Salary - The compensation paid to an employee during an academic year including promotional salary increase and annual salary increases, less overload, adjunct, substitute, overtime, or other special or extra compensation.

233 Overload Compensation - Overload compensation is the additional compensation paid to a teaching employee for each credit or contact hour taught by each employee in excess of the minimum number of credit or contact hours required to be taught by that employee on a term or annual basis.

ARTICLE 3
RECOGNITION

301 For the purposes of this Agreement, the emplover recognizes the Professional Staff Association of Sullivan County Community College as the College Professional Staff which shall include: the Academic Teaching Staff, the Academic Non-teaching Staff, and the Academic Support Staff;

EXCLUDING all employees now represented by the Sullivan County Chapter, CSEA, Inc., and the President, Vice-President and Dean of Faculty, Dean of Students, Dean of Administration, Associate Deans of Faculty, Director of Continuing Education, Assistant to the President, Controller, Coordinator of Data Processing, Associate Dean of Administration of the College, Assistant Dean of Administration, and all part-time employees in the titles of recognition and Secretary to the President, Secretary to the Vice-President - Dean of Faculty, Secretary to the Dean of Administration and Secretary to the Associate Dean of Administration and Assistant Dean of Administration.

ARTICLE 4
DUES DEDUCTIONS

401 The Employer shall deduct from the wages and salaries of employees regular membership dues and other authorized deductions of those employees who signed and submitted to the Employer signed authorizations directing such deductions to be made.

402 In the absence of extenuating circumstances, dues deductions shall be made every regular pay day and shall be transmitted to the Treasurer of Association, within 10 working days.

403 Dues deductions authorized by any employee shall continue until the employee notifies the College in writing, in duplicate, to discontinue or to change such authorization. One copy of such notice shall be forwarded to the Treasurer of the Association by the College and one copy shall be retained by the College.

404 The Employer shall deduct from the wages of each employee employed on August 31, 1980, who is not a member of the Union, an Agency Shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law, and with respect to each employee employed after the date of this agreement, such Agency Shop fee shall be deducted from the wages of such employee within forty-five (45) days of the date of employment, provided such employee shall have been employed for not less than thirty (30) days. In absence of extenuating circumstances, Agency Shop fees shall be deducted every regular payday and shall be transmitted to the Treasurer of the Association, consistent with prevailing practice.

405 The Association hereby agrees to indemnify and hold the County and College harmless from any and all claims and damages it may sustain as a result of making payroll dues deductions and Agency Shop fee deductions. The Association shall be solely responsible for the disposition of such funds after receipt of same by the Association.

ARTICLE 5
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

501 Nothing contained in this Agreement shall be construed as delegating, reducing or abridging in any way the authority conferred by law on the Board of Supervisors, the Board of Trustees or any elected or appointed administrative officers of the County of Sullivan and Sullivan County Community College.

ARTICLE 6
MUTUAL PLEDGE

601 The Employer and the Association do hereby affirm that they shall not engage in any activity contrary to the provisions of the Public Employees Fair Employment Act, Civil Service Law.

ARTICLE 7
NON-DISCRIMINATION

701 The parties agree that they will not discriminate against any employee because of race, creed, color, religion, sex, marital status, national origin, age or handicap.

ARTICLE 8

MANAGEMENT AND ASSOCIATION COMMITTEE

801 During the term of this Agreement, the parties agree to meet to discuss subjects of mutual interest that may arise upon five (5) working days' notice given to the other party in writing setting forth the subject matter(s) to be discussed. Repeated requests to discuss the same subject or similar subjects at additional meetings other than regular meetings need not be honored.

802 Each party agrees to designate not more than four representatives to meet and make every reasonable effort to resolve issues.

803 The representatives designated by the Employer shall include one (1) representative of the County and three (3) representatives of the Trustees or their respective designees.

811 The inclusion or exclusion of new positions within the recognition unit will be determined by the Committee. The College will notify the Association within five (5) days after creation of a new position. The Committee will meet within ten (10) days after receipt of notice.

820 Subject to the provisions of Section 801, the parties agree that the Management and Association Committee shall meet to discuss the feasibility of instituting a tuition waiver for dependents of employees covered by this agreement for attendance at Sullivan County Community College, and to discuss the work load of employees in the Department of Physical Education, Recreation and Athletics. Nothing contained in this paragraph shall require either party to agree to any change with respect to such issues.

ARTICLE 9

ACADEMIC FREEDOM

901 A democratic society is sustained by the wide latitude or freedom consonant with public order and safety. Freedom in the development and dissemination of ideas is the keystone of the democratic heritage. Because of the vital nature of this freedom, educational institutions have a special charge to nurture ideas and respect for ideas and the right to expound them. At the same time, it is only natural to expect criticism from a wide variety of quarters when free inquiry is pursued.

902 As citizens, teaching faculty enjoy the right of freedom of expression. Beyond this, because of their special position as "custodians" of the democratic heritage, faculty are free to express unpopular views without fear of retaliation, views that may clash with colleagues that "rank" them, views that differ from those of the President of the College, or from those of the Trustees, or from the prevailing attitudes in the community. This freedom is essential by any yardstick, whether it be pragmatic or philosophical. This special set of guaranteed "rights" is necessary if all parties are to ensure the bold objective, forthright expression of views and criticisms. All parties concur that the public welfare "depends upon the free search for truth and its free exposition", as stated by the AAUP and the Association of American Colleges.

903 There may be reasonable limitations on academic freedom. In the classroom, the teacher is free to discuss his/her subject area but certainly he/she is outside of his/her rights if he/she introduces controversial materials which are clearly and irrefutably irrelevant. Also, he/she is part of a profession and is a member of an educational institution, which imposes obligations of restraint, since teachers as a group, and colleges, are often judged by the general public on the basis of expressed views. In the expression of an opinion, either verbal or published, he/she should make

it clear that he/she does not speak for the College, and he/she should not deliberately cloak his/her views with the prestige of the institution.

904 The "right to be heard" is paralleled by the students' "rights to hear". Students are entitled to a balanced spectrum of opinion in appropriate areas and should not be restricted to a limited menu, either from "right", "middle", or "left". Both in class and outside of class, students should be free to observe, to comment, and to seek the "truth". With respect to outside guest speakers, faculty and students groups enjoy the right to hear speakers of their own choice, keeping in mind certain broad principles, which include: (1) the broad commitment to the independent search for truth; (2) maintenance of a spirit of freedom of inquiry; (3) the preservation of intellectual integrity; and, (4) the obligation to obey the laws. Al parties are confident that the students of this College can be exposed to a wide range of views on controversial issues and that this will result in their becoming adults who adhere more strongly to basic democratic beliefs that are our nation's heritage.

ARTICLE 10
FACULTY

1001 The parties agree that the Faculty of the Sullivan County Community College shall consist of persons employed in the titles of: President; Vice-President and Dean of the Faculty; Dean; Associate Dean; Assistant

Dean; full-time instructional personnel holding the rank of Instructor, Assistant Professor, Associate Professor; Professor; Librarian; Associate Librarian; Assistant Librarian; Director of Admissions; Counselor; Registrar; Director of Student Activities; Director of Counseling and Placement; Coordinator of Instructional Media, together with such other members of the professional staff as the Faculty approves because of their educational responsibilities.

1002 PURPOSE AND DUTIES OF THE FACULTY

(A) The faculty shall have the right to formulate policy relating to the curriculum, the granting of degrees, student activities, and student discipline, to be submitted and subject to the approval of the Board of Trustees. The faculty may also make recommendations to the Trustees on policy with respect to budgetary problems of the College within such procedures as the Trustees may establish.

(B) The faculty shall be responsible for and shall establish rules governing the use of the College name by the college organizations and clubs.

1003 OFFICERS OF THE FACULTY

(A) The officers of the Faculty shall be the Chairperson, the Vice-Chairperson, and the Secretary.

(B) The Chairperson of the faculty shall be the President of the college and shall preside over the meetings of the faculty and discharge the functions customarily performed by a Chairperson.

(C) The Vice-Chairperson shall be the Vice-President and Dean of the Faculty and shall preside in the absence of the President.

(D) The Secretary shall be elected annually by the faculty and shall prepare minutes, agendas of meetings and perform other customary duties of a corresponding and recording secretary.

1004 Nothing herein contained shall limit or restrict the right of the Board of Trustees or the Administration to determine and approve policy of the college independently of the faculty.

1005 The Trustees shall honor the established Faculty By-Laws, which may be amended according to the procedures provided therein consistent with the purpose and duties of the faculty as defined in section 1002.

1006 The provisions of section 1002A of this article relating to the approval or disapproval of any policy recommendation of the faculty by the Board of Trustees, shall not be subject to Article 19 of this Agreement relating to disagreements or to review by any court or administrative agency.

ARTICLE 11
WORKLOAD - ACADEMIC TEACHING STAFF

1101 Except as herein provided, academic teaching staff shall be required to teach not more than the minimum hours determined on a term or annual basis, as the case may be, as follows:

(a) Chairperson shall teach the minimum hours per term or academic year as set forth in Section 1204.

(b) Workload of academic teaching staff employed by the College prior to September 1, 1978, in an external adjunct, substitute, part-time or temporary capacity and employed or appointed to teach full-time for a term beginning after August 31, 1978, in other than such capacity, and of all academic teaching staff appointed by the College after August 31, 1978, and of all Physical Education staff regardless of when appointed:

Classification	Fall	Spring	Annual
(i) Lecture	18	12-15	30 Credit Hours
(ii) Lecture-Laboratory	20	16-20	36 Contact Hours
(iii) Physical Education	24	16-24	40 Contact Hours

(c) Workload of academic teaching staff employed on a term or continuing appointment, including an employee reappointed to a consecutive term appointment by the College prior to September 1, 1978, excluding employees described in subdivision (b) of this section.

Classification	Fall	Spring	Annual
(i) Lecture	15	12-15	27 Credit Hours
(ii) Lecture-Laboratory	20	14-20	34 Contact Hours

Notes Applicable to Subdivisions (b) and (c) of this Section.

An employees' work load for the purpose of overload shall be calculated in accordance with the following rules:

1. If the load of an instructor is equal to or more than the minimum credit hours and is not more than the minimum contact hours, the instructor is classified as a lecture person and the instructor's overload is calculated on the basis of credit hours. E.g., a person who (in the Fall) teaches 15 credit hours = 17 contact hours would be classified as a lecture person and paid 2 hours overload.

2. If the load of an instructor is equal to or more than the minimum contact hours and is not more than the minimum credit hours, the instructor is classified as a lecture-laboratory person and the instructor's overload is calculated on the basis of contact hours. E.g. , a person who (in the Fall) teaches 13 credit hours = 21 contact hours would be classified as lecture-laboratory and paid 1 hour overload.

3. If the load of an instructor in the Fall is less than both the minimum credit and the minimum contract hours (i.e., is underloaded), the instructor's classification will be deferred until Spring and the instructor's overload will be calculated on an annual basis.

4. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, the instructor's classification and overload are determined by which difference (between actual and minimum credit or contact hours) is larger. E.g., if a person taught 19 credit hours - 25 contact hours, the difference would be:
   (a) 19-15 = 4 credit hours

   (b) 25-20 = 5 contact hours
   since (b) is larger than (a) the instructor would be classified lecture-laboratory and would be paid 5 hours overload.

   E.g., if a person taught 20 credit hours - 22 contact hours in the Fall Term the difference would be:
   (a) 20-15 = 5 credit hours
   (b) 22 - 20 = 2 contact hours
   since (a) is larger than (b) the instructor would be classified lecture person and would be paid 7 hours overload.

5. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, and the difference between actual and minimum credit and actual and minimum contact is the same, then the faculty member will be paid the difference between the actual and minimum credit hours.

1102 Teaching employees shall work the minimum number of hours set forth in Section 1101, provided, however, that the minimum number of hours set forth in Section 1101(c)(ii) shall not exceed 18 contact hours in the Fall term for not more than 4 persons who shall not be required to teach the 20 contact hour minimum. The Association shall submit to the Employer the names of not more than 4 teaching employees who shall have requested such limitation. The provision of this paragraph shall not affect the applicability of any provision relating to overload compensation.

1103 The minimum hours required to be taught by each teaching employee may be reduced by the President at his discretion for appropriate academic or other reasons. Academic administrative responsibilities, extra-ordinary responsibilities in the area of student activities or college wide work, etc., are typical areas for discretionary reduction in load.

1104 The normal office hours assignment for consultation with students is one office hour per week for each three credits taught, with a minimum of four. To the extent practicable, such office hours should be distributed throughout the week.

1105 The non-teaching responsibilities of academic teaching staff which occur during periods outside the regular terms shall be kept to reasonable limits but it is recognized that certain critical periods and special College needs may require their presence on campus, and participation.

1106 The maximum number of additional courses that any full-time member of the College may teach for extra compensation, whether in the day or evening hours, shall be one per semester and two for the academic year. Any deviation from this policy shall require the approval of the President.

1107 <u>WORKLOAD FOR ACADEMIC NON-TEACHING STAFF</u>

Academic non-teaching staff shall normally work a thirty-five (35) hour week. But it is recognized that this may be exceeded during certain critical periods

because of special college needs and, on the other hand, there could be times when the work week would be less than thirty-five (35) hours.

1108 WORKLOAD FOR ACADEMIC SUPPORT STAFF

Academic support staff shall work a 35 hour week, but it is recognized that this may be exceeded during certain critical periods because of special College needs. In the event that such employee shall work more than thirty-five (35) hours per week, such employee shall receive compensatory time off at straight time rates for each hour worked, such time to be certified by the division chairpersons to the Assistant Dean of Administration monthly. Such time shall be used by an employee as mutually agreed between the employee, division chairperson and Assistant Dean of Administration. If possible, such time shall be used within the academic year and normally shall not be accumulated from year to year. Notwithstanding anything to the contrary continued in this paragraph, employees who are employed as Instructional Assistants shall not be required to report to the College during the Christmas recess, the Spring recess, and on any day during which classes are cancelled, provided however, nothing contained in this sentence shall require the College to schedule a Christmas or Spring Recess and provided, furhter, for the purposes of this sentence, the Christmas recess shall be limited to that period prior to January 2.

1121 **ADJUNCT TEACHING**

Adjunct teaching will be assigned by the respective division chairpersons, subject to approval of the Dean of Faculty, on a fair and equitable basis.

1122 In the absence of a required special competence, no external adjuncts shall be hired to teach during the Fall semester, Winter Intersession, Spring semester, and Summer sessions until all members of the academic teaching staff in the division concerned have been offered the chance to teach courses which they are qualified to teach and until other professional staff employees with required qualifications registered in advance in the division concerned have been offered a chance to teach courses which they are qualified to teach and provided such teaching assignments shall not interfere with their regularly assigned duties and work schedule.

1131 The academic non-teaching staff and the academic support staff, excluding such employees whose contract specified Saturday and Sundays in their work week, shall receive compensatory time off for each Saturday and Sunday that such employees shall work.

ARTICLE 12
SALARIES AND COMPENSATION

1201 HIRING SALARY RANGE: All employees who are hired during the term of this agreement shall receive a

starting salary within the ranges set forth opposite the particular job title:

	1983-84	1984-85	1985-86	1986-87
Professor	16-25	22-34	23.5-36.3	25 -37.9
Associate Professor	14-22.5	17.5-30	18.7-32.1	20.3-33.7
Assistant Professor	12-19.5	16-25	17.1-26.7	18.7-28.3
Instructor	10-16.5	14-20	15-21.4	16.6-23
Instructional Assistant	9-14.5	12-17	12.8-18.2	14.4-19.8
Technical Assistant I	8-13.5	10-15	10.7-16	12.3-17.6
Technical Assistant II	7-10.5	9.5-14	10.2-15	11.8-16.6

(In the above schedule, the salary ranges stated in thousands of dollars.)

The starting salaries of persons holding the following titles shall be within the ranges of the applicable academic rank:

Assistant Director of Building and Grounds	- Instructor
Bursar	- Instructor
Coordinator of Instructional Media	- Associate Professor
Coordinator of Special Projects	- Associate Professor
Director of Admissions	- Professor
Director of Buildings and Grounds	- Assistant Professor
Facilities and Program Coordinator	- Associate Professor
Systems Analyst	- Assistant Professor
Assistant Controller	- Assistant Professor

1202 Except as provided in subparagraph (e) of this Section, each professional staff employee shall receive an increase in the base salary of such employee on August 31, which is to be paid on September 1 and thereafter for academic years as follows:

(a) 1983-1984. Each employee on the payroll on August 31, 1983, whose base salary is less than $20,000, shall receive an increase in base salary of $1,600.00. Each employee on the payroll August 31, 1983 whose base salary is $20,000 or more, shall receive an increase in base salary of $1,500.00

(b) 1984-1985. Each employee on the payroll on August 31, 1984, shall receive an increase in base salary of $1,550.00

(c) 1985-1986. Each employee on the payroll on August 31, 1985, shall receive an increase in base salary of $1,600.00

(d) 1986-1987. Each employee on the payroll on August 31, 1986, shall receive an increase in base salary of $1,650.

(e) All professional staff employees employed by the College on or before the first class day of the spring term during the academic years 1982-1983, 1983-1984,

1984-1985, or 1985-1986, as the case may be, shall receive an increase in salary as of September 1, 1983, September 1, 1984, or September 1, 1985 or September 1, 1986, respectively, provided in this section. Professional staff employees employed by the College after the first day of the spring term during the academic years 1982-1983, 1983-1984 or 1984-1985, 1985-1986, as the case may be, shall receive a pro rata increase in salary, computed in monthly increments for the academic years beginning September 1, next succeeding the date of employment provided, however, any person employed on or after August 1, and before September 1, shall receive no increase in salary for the next succeeding academic year.

1203 An employee who is promoted shall receive an increase in base pay as follows:

Professor	$900
Associate Professor	$900
Assistant Professor	$800

Promotional increases shall be paid beginning September 1, following notice of the promotion.

1204 Division Chairpersons shall receive in addition to their base salary special compensation in the sum of $1,000.00 annually during the term of their appointments as chairman and shall receive overload compensation for

each contact hour in excess of the minimum hours set forth in the following schedule:

	FALL	SPRING	ANNUAL
Business	6	6	12
Commercial Art	8	8	16
Hotel Technology	3	3	6
Humanities	6	6	12
Library Services	0	0	0
Natural Sciences and Mathematics	6	6	12
Social and Behavioral Sciences	6	6	12
Division of Physical Education, Recreation and Athletics	6	3	9

1205 The rates for overload compensation for professional staff employees during the term of this agreement shall be paid as follows:

Professor	$384.00 per contact hour
Associate Professor	$362.00 per contact hour
Assistant Professor	$341.00 per contact hour
Instructor	$320.00 per contact hour

(a) Overload compensation shall be paid in each term on a per hour basis for each hour taught in excess of the term minimum hour workload set forth in Section 1101 at the applicable rate for each academic rank.

(b) Chairpersons shall be paid overload compensation in each term for each hour worked in excess of the term hour workload as set forth in Sections 1101 and 1204.

(c) Overload compensation shall be paid in two installments at the middle and end of each term for which such compensation shall be due.

1206.1 Persons who are employed as adjuncts during the academic year shall receive compensation in accordance with the academic rank or comparable grade of such employee, as set forth in Section 1205.

1206.2 Adjunct teaching in the Winter and Summer sessions shall be compensated at the rate of $384 per contact hour for all employees.

1207 Substitutes should be arranged for by the Dean, in consultation with the respective Faculty Chairman.

(a) Substitutes who replace colleagues who are absent from class due to illness or college business are to be compensated according to the following formula:

Part-time salary / Number of hours class meets in a given semester = Compensation per hour of substitution

Example: An instructor making $10,000 yearly would be paid $320 per contact hour for part-time work. If he taught a course that met for three contact hours, his part-time salary would be $960. If he substituted in a course that 45 hours during a given semester, his compensation per hour of substitution would be $960 ÷ 45; or $21.34.

(b) The Chairperson of the absentee faculty member(s) will notify the Dean of the Faculty as to the cause of the absence.

(c) Pay will begin as of the substitute's fourth consecutive contact hour with the class. If a single class session contains more than three contact hours, pay will begin as of the second class session.

(d) In the case of recurring illness, the deductible period may be waived at the discretion of the Dean.

1220 The compensation of persons employed in temporary instructional positions and assigned a full teaching load and related professional responsibilities shall be at least the minimum entrance salary for Instructor on a pro-rata basis.

1225 The employees of the Admissions Department, including the Director of Admissions, shall be paid overtime compensation during the term of this Agreement at the rate of $55 for each one-half day in excess of two half days worked by such employee in any 24-hour calendar day, provided such work is performed outside the County of Sullivan and written authorization for overtime compensation is obtained from the Dean of Students in advance of the performance of such work. Nothing contained in this section shall be deemed to exclude the accrual of compensatory time for overtime worked except overtime for which payment is received shall not be accrued.

1231 SALARY PERIOD AND APPOINTMENT YEAR

All employees subject to this Agreement shall have their regular appointment year commence September 1 and

terminate as of August 31 and shall be paid over a period of twelve months unless terms or conditions of their appointment otherwise provide.

1232 An employee of the academic teaching staff who finds it necessary to resign his position at the conclusion of the first semester shall receive one-half of his annual salary provided he submits his resignation by September 1.

ARTICLE 13
APPOINTMENTS TO THE ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1301 Employees who are appointed to the academic teaching staff and academic non-teaching staff shall hold academic rank of instructor, assistant professor, associate professor, or professor. All counselors and librarians shall have rank.

1302 Employees shall be appointed to a term appointment of from one to four academic years. They may be reappointed to a term appointment of from one to three years, provided that the original and subsequent appointments shall not exceed a total of four years. If an employee is notified of the intention not to grant continuing appointment before the conclusion of the third year of service to the College, then the fourth year will be the final year of employment.

1303 An employee may be given temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1304 The appointment of an academic teaching or non-teaching staff employee who is granted a continuing appointment shall not be affected by an changes in rank and shall continue unless terminated in accordance with the termination procedures under Article 16, or retrenchment under Article 18.

ARTICLE 14
REAPPOINTMENTS - NON-REAPPOINTMENT OF ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1401 Notice of reappointment or of the intention not to reappoint shall be given in writing to the academic teaching and non-teaching staff employees as follows:

(a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one year appointment terminates during an academic year, at least three months in advance of its termination.

(b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if a one-year appointment terminates during an academic year, at least six months in advance of its termination.

(c) At least twelve months before the expiration of an appointment after two or more years in the institution.

1402 The academic teaching and non-teaching staff employee shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint

by Certified Mail, Return Receipt Requested. Failure to do so will constitute a resignation by the employee.

1403 Division Chairpersons shall receive their reappointment letter by December 15. Division Chairpersons shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint.

1404 Academic teaching and non-teaching staff employees on leave shall receive their reappointment letter three months prior to the termination of their leave. Academic teaching and non-teaching staff employees on leave shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint. Failure to do so will constitute a resignation by the employee.

1405 When an academic teaching or non-teaching staff employee is hired as part of an instructional division, he/she will be given a list of all administrators division chairpersons, or academic teaching employees on leave, who could return to that instructional division.

1406 The Trustees or their designee shall respond orally or in writing at the employee's request for reasons for non-reappointment, and such reasons shall not be subject to the disagreement procedures set forth in Article 19 of this Agreement.

1407 All appointments and reappointments shall be subject to Article 18 - Retrenchment.

ARTICLE 15
APPOINTMENT - NON-REAPPOINTMENT OF ACADEMIC SUPPORT STAFF

1501 The Trustees shall have the right to appoint academic support staff employees for a period of from one to six years.

1502 An employee may be given a temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1503 Notice of reappointment or of intention not to reappoint shall be given in writing to the academic support staff employees as follows:

(a) Not later than March 1 of the first year of service if the appointment expires at the end of that year or if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(b) Academic support staff employees who have more than one year of service shall be notified in writing by February 1 of the year in which the employee's appointment terminates.

1504 Academic support staff employees shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with his or her acceptance or rejection of the notice to reappoint by certified mail, return receipt requested. Failure to do so will constitute a resignation by the employee.

1505 The Trustees or their designee shall respond orally or in writing at the employee's request for reasons of non-reappointment and such reasons shall not be subject

to the disagreement procedures set forth in Article 19 of this Agreement.

1506 Except as otherwise provided in this Agreement, all appointments and reappointments shall be subject to the provisions of Article 17, Termination and Discipline, and to Article 18, Retrenchment.

ARTICLE 16
DISCIPLINE AND TERMINATION FOR ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1601 Employees of the academic teaching staff and the academic non-teaching staff may be terminated or disciplined at any time for cause which shall consist of inadequate performance or neglect of duties or misconduct after such written notice and opportunity to be heard as here in provided.

1602 Notice - When the President has information or receives a complaint against a member of the academic teaching staff or the academic non-teaching staff containing allegations which, if true, might serve as grounds for dismissal or discipline and he deems such information or complaint to be substantial, he shall discuss it with the person concerned and shall make such further investigations as he deems appropriate. If the President determines, after making such further investigation as he deems appropriate, that further action is warranted, he shall cause to be served upon the persons concerned a written statement of the charges against him.

1603 Request for Hearing - Final action shall not be taken on such charges until after the expiration of the fifteen (15) days from the date of service of such notice upon the person charged during which time he/she may make a written request to the President for a hearing before the Committee on Discipline and Termination. If he/she makes such a request, he/she shall be given a hearing as hereinafter provided. If the person charged does not request a hearing, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Trustees as hereinafter provided.

1604 Committee on Discipline and Termination - The Committee on Discipline and Termination shall consist of five (5) members of the academic staff, who have continuing appointment, to be selected by the Association. The committee shall convene within ten (10) days after notification by the President to the Association. No more than one member shall be selected from each division. The members shall select one of their members to serve as Chairman of the Committee. No member of the Committee on Discipline and Termination shall serve in a case involving a member of the same division of which he/she is a member.

1605 Conduct of Hearing - The President or his designee, or both, may be present at the Committee hearing as an auditor, but shall not be present at or participate in

the deliberations or decisions of the Committee. At such hearing, the employee charged shall be entitled to be present; to be represented by a person of his/her own choice and to call, question, and cross-examine witnesses. The employer shall be entitled to be represented and to call, question, and cross-examine witnesses. All testimony at such hearing shall be under oath. A stenographic record shall be taken at each such hearing at the cost of the employer.

1606 Findings and Recommendations - Within ten (10) days after the completion of the hearing, the Committee shall make a written statement of its findings with respect to the charges, together with its written recommendations which shall be submitted to the President with the stenographic transcription of the proceedings.

1607 Review by the President - Upon receipt of the stenographic transcription of the proceedings and the Committee's findings and recommendations, the President shall review same and make recommendations which shall be transmitted with the Committee findings and recommendations to the Trustees. In the event no hearing has been requested or held, the President shall review the charges and make such investigation of the matter as he deems appropriate and transmit to the Trustees a report together with his recommendations.

1608 Action by the Trustees - Upon receipt of the recommendations of the President and the accompanying material as hereinbefore provided, the Trustees shall

review the matter and take such action, if any, as they deem advisable.

1609 If the recommendation of the Committee on Discipline and Termination and the action of the Trustees are in accord, the matter shall not be subject to arbitration.

1610 If the recommendation of the Committee on Discipline and Termination and the action of the Trustees are not in agreement, the matter may be submitted to binding arbitration as set forth in Section 1907, except that the first sentence of subdivision A of said section shall not apply.

1611 Failure to Attend Hearing - If the person charged does not request or attend a hearing of the Committee, the Trustees may, after receiving the recommendation of the President, take such action, if any, as they deem advisable and their decision shall be binding and conclusive and not subject to review.

1612 Pending the hearing and determination of charges, the employee against whom such charges have been preferred and served may be suspended by the President for a period not exceeding sixty (60) days exclusive of the duration of the hearing of the Committee on Discipline and Termination pending final action upon such charges by the Trustees. If the employee is found guilty of the charges, the penalty may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of the employee, suspension without pay for a period not exceeding two (2) months, or dismissal

provided, however, that the time which an employee is suspended without pay may be considered as part of the penalty.

1613 If the employee is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period.

ARTICLE 17
DISCIPLINE AND TERMINATION FOR ACADEMIC SUPPORT STAFF EMPLOYEES

1701 The provisions of Article 16 of this Agreement shall apply with like force and effect to the termination and discipline for Academic Support Staff employees, except that the Committee on Discipline and Termination shall be constituted as follows:

The Committee on Discipline and Termination for the Academic Support Staff shall consist of five (5) members of the Academic Support Staff selected by the Association. The members shall select one of their members to serve as Chairperson of the Committee. No member of the Committee on Discipline and Termination shall serve in a case involving a member of the same division or department of which he is a member.

ARTICLE 18
RETRENCHMENT

1801 Terminations of employment of any employee for other than disciplinary reasons shall be made in accordance with this Article.

1802 The necessity for lay-offs because of the abolition of positions which result in retrenchment shall be determined by the Board of Trustees. The necessity for retrenchment as determined by the Board of Trustees shall not be subject to the disagreement procedure set forth in Article 19.

1803 Definitions: Subject to the provisions of this Article, the following terms shall have the following meaning:

(a) Special Qualification - means any employee who possesses the sole qualifications necessary to perform a particular function or had the education and/or experience necessary to teach a particular course of study.

1804 LABOR - MANAGEMENT LAY OFF COMMITTEE

(a) A Labor Management Lay Off Committee (Committee), shall consist of any three members of the Trustees and three members of the Association, and shall convene within 5 calendar days, exclusive of Saturdays, Sundays and Holidays, after the date upon which the Trustees shall declare that personnel shall be laid off or positions abolished.

(b) The Committee will discuss alternatives to lay-off, other adjustments in programs, courses and curricular in order to reduce any proposed lay-offs to a minimum. The Trustees shall make every reasonable effort to comply with the recommendations of the Committee.

(c) The Committee shall approve or disapprove exemption from lay-off because of special qualification. In the event that the Committee shall disapprove a request for exemption or fail to act for any reason, with respect to a request for an exemption from lay-off because of special qualifications, the Trustees may take such action as the Trustees deem appropriate. Such action shall be neither arbitrary nor capricious and shall be subject to review as provided in paragraph (d) of this section.

(d) Decisions of the Board of Trustees with respect to the order of lay off or the granting of an exemption from lay off, may be challenged by the Association or any employee adversely affected, provided that the action of the Trustees does not agree with the recommendation of the Committee, by instituting an arbitration proceeding within 10 days after posting by the Trustees of the names of personnel affected.

(e) All expenses and costs of the arbitrator shall be borne equally by the College and the Association or the employee initiating the arbitration.

1805 Once retrenchment has been decided by the Trustees, the order of lay off within the division or non academic unit shall be as follows:

(a) Temporary or Part Time Employees

(b) Full Time term Employees

(c) Full Time Continuing Appointment Employees

1806 Seniority in the college shall be determinative in each division or unit. If seniority is the same, rank is determinative. If seniority and rank are equal, then seniority in rank is determinative.

1807 Any member of the academic teaching staff and academic non teaching staff who becomes a member of the Academic Support Staff because of retrenchment, shall receive the salary of the Academic Support Staff member whose job he has assumed.

1808 The Trustees will notify the person(s) affected by retrenchment as follows:

(a) For those holding a term appointment, at least four (4) months.

(b) For those holding a continuing appointment, at least one (1) semester.

1809 At the time of retrenchment, the Trustees or their designee shall give special consideration for placement within the College to an employee whose services might be terminated as a result of retrenchment, provided that a suitable position which the employee is otherwise qualified is available.

1810 For a period of three years following retrenchment, an employee removed as a result of retrenchment, shall be offered re-employment to the same or similar position at the College should an opportunity for such re-employment arise. Any offer of re-employment pursuant to this section must be made by certified letter, return receipt requested, to the employee at the last known address and

the reply of acceptance must be received by the College within fifteen (15) days after the date of receipt of such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event that such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this section. In the event such offer of re-employment, shall receive the following benefits to the extent applicable under paragraphs 1811 through 1814 of this article.

1811 Seniority for purposes of retrenchment - The employee shall receive the same seniority for purposes of retrenchment as he held on the date of his termination by reason of retrenchment.

1812 Appointments - An employee who held a continuing appointment on the date of his termination by reason of retrenchment shall resume his continuing appointment only in his former division upon his date of re-employment. An academic teaching employee who is terminated by reason of retrenchment and who is re-employed in the same position shall resume the seniority he held at the time of his retrenchment.

1813 Prior service credit - An employee who held a term appointment on the date of his termination by reason of retrenchment, but is not re-employed in the same division held prior to termination, by reason of retrenchment, shall be granted a term appointment and shall not be credited with any prior service.

1814 Sick Leave - An employee shall be credited with the sick leave accruals which he had on the date of his termination by reason of retrenchment.

ARTICLE 19
DISAGREEMENTS

1901 Any disagreement arising as to the manner of interpretation or application of any of the provisions of this Agreement or rights claimed to exist thereunder, shall constitute a contract disagreement unless expressly prohibited by other provisions of this Agreement.

1902 It is the intention of the parties that a time limit set forth in this article be of the essence, unless otherwise mutually agreed between the parties on a specific case, e.g., the time limits will not run during vacation periods. Failure of the Association or employee to proceed within the time limits set forth shall terminate the disagreement at the step. Failure of the designee to answer within the time limits set forth will entitle the Association or employee to proceed to the next step of the disagreement procedures.

1903 Any step of the disagreement procedure may be by-passed by mutual agreement in writing.

1904 In the case of a group, policy, or organization type disagreement:

(a) the disagreement procedure may be by-passed by mutual agreement in writing, and

(b) the disagreement may then be submitted directly to the President of the College or his designee.

1905 DISAGREEMENT PROCEDURE

Step 1) Within thirty (30) working days of the acts or circumstances giving rise to the disagreement, am employee in the unit shall notify the Assistant Dean of Administration. The Assistant Dean of Administration shall render a decision on the disagreement to the employee, his/her representative, if any, and the Association within ten (10) working days after presentation.

Step 2) If the disagreement is not resolved in Step 1, the employee or his/her representative and the Association, shall, within fifty (50) working days of the action or circumstances giving rise to the disagreement, reduce the disagreement to writing, setting forth the facts of the disagreement and the relief sought, and submit the disagreement to the President of the College. The President or his designee shall investigate the disagreement, hold a meeting with the employee or his/her representative and the Association, and render a decision in writing to the employee, his/her representative, and the Association within twenty (20) working days of receipt of the disagreement.

Step 3) If the disagreement is not resolved in Step 2, the employee or his/her representative and the Association shall submit the disagreement within ten (10) working days of the receipt of the decision rendered by the President to the Board of Trustees' Personnel Committee. The Board of Trustees' Personnel Committee shall investigate the disagreement, hold a meeting with the employee, his/her representative, and the Association and render its decision in writing to the employee, his/her representative and the Association within ten (10) working days after completion of its investigation but in no event more than thirty (30) working days after receipt of the written disagreement.

Step 4) If the disagreement is not settled, the Association may within fifteen (15) working days of receipt of the decision rendered by the Board of Trustees' personnel Committee, or from the date that such decision would have been due, refer the matter to Arbitration as set forth below.

1907 ARBITRATION PROCEDURE

(A) When a disagreement remains unresolved through the disagreement procedure, it may be referred to arbitration by the Association. The parties shall first attempt mutually to agree upon an arbitrator; and if such cannot

be done, either party may request a list of impartial arbitrators from the Director of Conciliation of the New York Public Employment Relations Board. The Parties will select an arbitrator in accordance with the rules of the Board. The arbitrator shall make a decision that is final and binding on both parties.

(B) The Arbitrator shall be requested to render a decision within twenty (20) days of the close of the hearing.

(C) The Arbitrator's expenses and fees shall be borne equally by the College and the Association or the employee initiating the arbitration.

(D) The Arbitrator shall not have authority to amend, modify or delete any provisions of the Agreement.

ARTICLE 20
MEMBERSHIP IN RETIREMENT SYSTEMS

2001 All members of the unit represented by the Association shall, if eligible, become members of either the New York State Employee's Retirement System, the New York State Teacher's Retirement System, or the Teacher's Insurance and Annunity Association/College Retirement Equities Fund. All will be fully paid for by the College except what is required by State law.

2002 RETIREMENT

Employees who wish to retire, under the provisions of the retirement system of which they are members, shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement.

2011 **LIFE INSURANCE**

The College shall purchase, at its own cost and expense, twenty thousand dollars ($20,000.00) term life insurance, for each professional staff employee, from a reputable carrier authorized to do business in the State of New York.

2012 The additional optional amounts of life insurance in force at the time of the signing of this contract shall remain in force, and each professional staff employee may purchase, at his own expense, such additional amounts of such life insurance as may be available.

2022 **HEALTH INSURANCE**

All employees of the Employer shall receive medical and health insurance benefits on a non-contributory basis provided by the New York State Employees' Health Insurance Plan. All persons eligible for family plan coverage of employees hired prior to the academic year commencing after August 31, 1984, shall receive such medical and health insurance benefits on a non-contributory basis. All persons eligible for family plan coverage of employees hired for the academic years to commence after August 31, 1984, shall be eligible to participate in such plan of medical and health insurance and receive benefits at the cost (the difference between the premium for family plan less the individual coverage) of the employee, said cost to be deducted from the pay check of such employees in equal installments. An employee who is hired for the academic years commencing

after August 31, 1984, shall be subject to this paragraph notwithstanding the fact that such employee may be required to report to work as provided in Section 2201. All employees who have been employed by the college for ten (10) consecutive years or more, and who retire, shall be eligible to continue participation in the plan of medical and health insurance, and the cost of such insurance shall be paid 50 percent by the employer and 50 percent by the employee, provided however, that the cost of family plan coverage of all such eligible employees who are hired for the academic years to commence after August 31, 1984, shall, in addition to paying 50 percent of the cost of employee coverage, pay the entire cost of family plan coverage.

2031 DISABILITY INSURANCE

The College shall, at its own cost and expense, continue the disability insurance now in force for all employees.

2041 LIABILITY INSURANCE

The employer will provide the Association with written assurance that each professional staff employee is adequately covered by liability insurance.

2051 S.C.C.C. COURSES

All employees shall be entitled to free tuition for courses offered by the College internally on a space available basis except that F.S.A. fees and College fees shall not be waived.

2052 Employees taking course work at the College shall not be excused from their work responsibilities.

2061 MEDICAL ASSISTANCE

In the event of a medical emergency, an employee shall be given emergency first aid by the College nurse or doctor during the normal working hours of the nurse or doctor, if they are present at the facility of the College.

ARTICLE 21
SABBATICAL LEAVE

2101.1 Sabbatical leaves of absence may be granted to employees in the unit in accordance with this section.

2101.2 Employees who have completed at least six (6) consecutive years of service at the College or employees who have had a sabbatical leave and have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. Periods of leaves of absence, other than vacation leave and sick leave with salary, and periods of part time service, shall not be included for computation for consecutive years of service for sabbatical, but shall not be deemed an interruption of otherwise consecutive service.

2101.3 Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half base salary or for periods of one-half year at rates not to exceed full base salary.

2101.4 A written application for sabbatical leave shall be submitted to the President as far in advance as possible of the requested date of the leave but in no event later than six (6) months in advance of the beginning of the academic year in which the sabbatical leave is to take place. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience, limited to one semester, shall state their specific educational objective in direct relation to the applicant's field of endeavor. The applicant will be notified no later than April 15 of the action taken on his application.

2101.5 Sabbatical leave recipients shall remain employees of the College and the salary shall be subject to the normal deductions for social security, income taxes, health insurance, and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled, or a comparable position, at a salary equal to that the employee would have received had the employee been in regular attendance at the College during the period of sabbatical.

2101.6 Upon return from sabbatical leave, the employee will submit to the President a detailed report inclusive of appropriate records and data relative to such leave.

1308

2102.1 VACATION LEAVE

Members of the academic teaching staff shall be granted at least two calendar months of annual vacation leave during the summer months, with the beginning and ending dates to be determined by the academic calendar.

2102.2 Employees of the academic non-teaching staff and the academic support staff shall be granted annual vacation leave as follows with beginning and ending dates to be determined by the President, or designee, consistent with the needs of the College, (and to the extent practicable, the preferences of the employee concerned):

One month - Bursar, Coordinator of Instructional Media, Counselors, Director of Admissions, Director of Buildings and Grounds, Director of Financial Aid, Director of Placement, Technical Assistants I, Registrar, Coordinator of Special Projects, Assistant Director of Student Activities and one Physical Education Instructional Assistant, Director of Student Activities.

Six weeks - Librarians

Two months - Director of Counseling, Instructional Assistants (except as herein above provided), and Technical Assistants II.

2103 PERSONAL LEAVE

Each employee of the unit shall receive five (5) days of non-cumulative personal leave each year as long as he

notifies his immediate supervisor in writing for approval, at least two days before each leave, when possible, and his work commitments are provided for. If such leave request is disapproved by the immediate supervisor, an appeal may be made to the appropriate Dean. The approval of such leave shall not be unreasonably denied.

2104 JURY DUTY

When an employee is required for Jury Duty, i.e., is under subpoena to appear for Jury Duty, providing he serves, he shall be granted a leave of absence for a period of five (5) days, and shall be paid the difference between his daily rate of pay and the rate of pay allowed by the County of Sullivan for Jury Duty.

2105.11 SICK LEAVE

Ten (10) month employees shall be granted sick leave as follows: Six (6) sick leave days at the beginning of each semester for a total of 12 sick leave days per year. The maximum accrual shall be 180 sick leave days.

2105.12 Eleven (11) month employees shall be granted sick leave as follows: Seven (7) days at the beginning of their contract and shall receive an additional seven (7) days six months thereafter, for a total of 14 sick leave days per year. The maximum accrual shall be 180 sick leave days.

2105.13 In addition to the sick leave accrual provided in 2105.11 and 2105.12, there shall be added to the accumulated sick leave of each employee, on August 31 of

each year during the term of this Agreement, each day or part thereof of unused personal days received by such employee in accordance with section 2103.

2105.2 On August 31 of each year during the term of this Agreement, each employee who has accumulated more than the maximum accrual of sick days shall receive payment on a per diem basis for the accumulated sick days in excess of such maximum accrual allowed during each work year as follows:

1983-84 - 25%

1984-85 - 30%

1985-86 - 40%

1986-87 - 50%

For the purpose of determining the rate of compensation under this section, a ten (10) month employee shall divide base salary by 200; a Librarian shall divide base salary by 210; an eleven (11) month employee shall divide base salary by 220. Sick days shall include any personal days added pursuant to Section 2105.13. Compensation paid to the employee pursuant to this section shall be deemed the sole and exclusive compensation for all such days accrued.

2105.3 All sick leave accruals can only be used by the employee in half-day or day units.

2105.4 In special circumstances the President may grant employees of the unit additional sick leave with full salary not to exceed 20 class or working days during each year of service with the College.

2105.5 The Trustees of the College may grant employees of the unit additional sick leave not to exceed two years, comprised of not more than six calendar months with full salary, six calendar months with half salary, and one calendar year without salary.

2105.6 During the absence on sick leave of members of the academic teaching staff of the College, the President shall make appointments for carrying on the activities of the College with due regard to the reasonable workload of other members of the academic teaching staff, and such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitutes during their absence, except that where the absent employee is carrying an overload at the College, he will be subject to such requirement when it is necessary to pay a substitute for overload coverage and such payment shall be deducted from the overload salary of the employee who was absent.

2105.7 The discretionary power granted to the President and the Trustees as stated above will be invoked for any insured employee of the unit who is disabled. The criteria used to determine disability shall be the same as those used by the insurance company that provides the College long-term disability coverage. This power will be invoked as of the 31st day of disability and shall expire when the insurance company assumes coverage.

2105.8 In the case of an injury to an employee for which he or she is entitled to Workmen's Compensation benefits or disability benefits such employee may elect whether such injury shall be charged against his sick leave allowance accrual, or whether said employee shall receive only his Workmen's Compensation benefits or disability benefits, and reserve his sick leave allowance accrual. Such election shall be made within seven (7) days of the time of the injury. In the event such employee elects to have such injury charged against his sick leave allowance accrual, and at the same time accept Workmen's Compensation benefits, he shall only be entitled to the difference between the amount of sick leave allowance and the amount of the Workmen's Compensation benefits or disability benefits, provided that he shall not exceed his accrued sick leave allowance. The employee's election shall be reduced to writing and submitted to the College for processing.

2105.9 Professional staff members will be informed by September 30 of each year in writing as to their accrued sick leave as of August 31.

2106.1 MATERNITY LEAVE

An employee shall notify the President within a reasonable period of time after becoming aware of the employee's pregnancy.

2106.2 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or

temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

2106.3 When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence. Such leave shall not be for more than twelve calendar months. Extension of maternity leave shall be permitted upon request, but not to exceed a period of one year from the end of the original year.

2106.4 The period of unpaid maternity leave shall not be credited toward salary increases, if any, nor for credit toward a continuing appointment.

2106.5 Employees shall provide to the President statements as appropriate, from their physician confirming the beginning and termination of the temporary disability period.

2107 ASSOCIATION LEAVE

To insure harmonious relations between the parties to this Agreement, the College shall grant two (2) days leave annually with pay, which shall not be charged against any other authorized leave, to the President of

the Association, or his designee, to participate in activities required by the terms of this Agreement.

2108.1 MILITARY LEAVE OF ABSENCE

Full-time employees, except those on temporary appointment, who are required to go on active duty with any component of the armed forces shall be granted an indefinite leave of absence without pay. Applications for reinstatement shall be accepted within 90 days after honorable discharge or separation from extended active duty. Notification for reinstatement shall be made at a time to correspond with the beginning of the academic semester, if at all possible. All applications made beyond the 90 day time limit will be forwarded to the Trustees or their designee for consideration.

2108.2 Persons on military leave shall receive all credits permitted by law.

2108.3 Members of the active reserve corps who must regularly spend some time on active duty each year shall request tours of duty which fall during their vacation periods. If such tour of duty must be scheduled during a period which is normally a working period, then the person will receive full pay and fringe benefits for that period, less pay received for the military tour of duty which necessitates absence from attendance, upon resuming normal College duties.

2121.1 LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay, if approved by the President, will be granted to employees of the unit for a

period of up to one year. The employee may apply for an extension of the period of leave without pay if extenuating circumstances exist.

2121.2 During the leave of absence without pay, the employee shall not receive or accumulate credit for any fringe benefits covered under this Agreement and shall not be entitled to salary increases. An employee who is on authorized leave without pay may continue his health and life insurance coverage, during the period his contribution is not being deducted from his pay, by remitting direct payments covering both the employer and the employee's share of the premium to the Business Office at the College.

2121.3 The employee shall not lose his seniority if the period for the leave of absence without pay is two years or less but the President may, upon the employee's request and at the President's discretion, extend the period up to a maximum of three years.

2121.4 An employee on leave of absence without pay shall retain seniority, subject to Section 2121.3 above, but shall not accumulate additional credit toward continuing appointment or sabbatical leave.

2151 LIMITATION ON ALL LEAVES OF ABSENCE

Notwithstanding anything contained in this Agreement, no leaves of absence shall be deemed to extend the terms of appointment of employees of the unit having term appointments; all leaves of absence shall, in any event, terminate upon expiration of such terms.

ARTICLE 22
WORK YEAR

2201 The College work year for Academic Teaching Staff shall commence not earlier than August 25 and shall end not later than June 10 or on the date of Commencement, whichever is earlier.

2202 The employees shall not be required to work on Sundays nor on more than 3 Saturdays, except employees who are specifically hired to work on Saturdays and Sundays.

2203 The Trustees may determine and establish the academic calendar, provided however, if the "4-1-4" calendar is changed, the College shall negotiate the impact of such change with the Association. Prior to such change in the calendar, it shall be discussed by the management-association committee.

2204 Notwithstanding any other provision of this Agreement, if courses are offered on Saturdays, the employees who are qualified shall have the right to teach such courses on a voluntary basis and if there are no volunteers, the College may hire adjuncts to teach such courses.

ARTICLE 23
CAMPUS MEETING FACILITIES

2301 Upon reasonable advance notice and according to College procedures, campus meeting facilities, appropriate to the nature and size of the meeting(s), shall be made available to the Association by the College provided no conflict shall exist with prior scheduled uses of such facilities.

2302 The Association shall pay any reasonable additional expense incurred in the furnishing of such meeting facility.

2311 BULLETIN BOARDS

A bulletin board will be made available for the exclusive use of the Association. The Association shall have the right to post notices and other written communications with respect to the terms and provisions contained in this Agreement or with respect to any matters involving collective bargaining, provided, however, that such notices or communications shall not contain anything reflecting personally upon the Trustees, the Board of Supervisors or any of the employees or elected officials.

2321 PERSONNEL FILES

The College shall maintain, for College purposes, an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and formal written evaluations or reports prepared by an immediate supervisor, Division Chairperson or Dean as appropriate. All such materials shall be available to the employee for his review and response and shall be available to the employee upon request.

2322 An employee shall have the right to examine his personnel file during the normal business hours of the College. Pre-employment statements solicited in connection with his or her appointment shall not be available to that employee.

2323 A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of the College, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the College.

2324 Copies of materials in an employee's official personnel file to which he is permitted access pursuant to provisions of this article shall be made available to the employee upon his request and at his expense and he may file a statement in response to any such item.

2325 Unless prohibited by law, an employee shall be notified of any request for access to his official file other than related to official College purposes.

2331 APPROVAL FOR GRADUATE DEGREES

The Trustees or their designee will not knowingly recognize by listing in the catalogue, or in any other official manner, graduate degrees awarded to any of its staff by institutions lacking appropriate or customary academic recognition.

2332 The Trustees or their designee will in no way knowingly grant advantage in personnel considerations, such as salary or status, on the basis of a graduate degree from an institution lacking appropriate or customary academic recognition.

2333 The Trustees or their designee will undertake through its academic and career counseling staff and through appropriate procedures to advise those concerned of the risks inherent in matriculating for a graduate degree from an institution lacking appropriate or customary academic recognition.

2334 The Trustees or their designee will, to the degree permitted under law and sanctioned by professional standards, discourage members of its academic and professional staff from affiliation with institutions lacking appropriate or customary academic recognition.

2335 These guidelines should be interpreted as raising no questions regarding degrees from established and reputable universities abroad where there may be little parallel to academic recognition practices within the United States. Further, these guidelines need not militate against recently established institutions accepted as candidates for accreditation, nor against specific programs in recognized institutions which may not hold program accreditation from professional societies.

2341 The College and the Association shall share the expense of printing 200 copies of this contract.

2342 The responsibility for distribution to all employees now and hereafter employed shall be that of the Association.

ARTICLE 24

2401 Notices required to be given pursuant to this agreement, by one party to the other, shall be made by certified mail, return receipt requested, to the parties at the addresses herein set forth unless the parties shall notify the other of a different address.

2402 Notices required to be sent by an Employer and/or College to any employee shall be made by certified mail, return receipt requested, to the address of the employee in the official records of the Employer. The employee shall notify the College in writing of any change in his address. THe College shall make a good faith effort to contact employees, if necessary.

ARTICLE 25
CHANGES IN AGREEMENT

2501 This Agreement constitutes the entire agreement between the parties.

2502 Nothing contained in this Agreement shall preclude representatives of the County or the Trustees from meeting with representatives of the Association to discuss this Agreement. This Agreement may be modified only in writing, signed by all the parties.

2503 The waiver by any party of any term or condition of this Agreement or the failure of any party to insist on strict performance of the terms and conditions herein contained, shall not constitute a waiver of failure in any subsequent case.

ARTICLE 26
SEVERABILITY CLAUSE

2601 If any provision of this Agreement shall be contrary to law or shall be held invalid by any Court or agency, the invalidity of such section shall not affect any other provision of the Agreement and the parties shall enter into immediate negotiations to replace such invalid provision.

ARTICLE 27
SUB-TITLES

2701 The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any of the provisions and terms set forth herein.

ARTICLE 28
MANDATED PROVISIONS OF THE LAW

2801 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 29
TERMS OF AGREEMENT

2901 This agreement shall be effective as of September 1, 1983, and shall terminate on August 31, 1987.

2902 No term or provision of this agreement shall survive the termination of this agreement. Notwithstanding -- anything to the contrary herein contained, in the absence of an agreement effective on an after September 1, 1987,

each employee covered by this agreement will continue to receive the same base salary and be subject to all the other terms and conditions of employment herein set forth until the execution of a successor agreement. In absence of an agreement effective on and after September 1, 1987, and subject to the provisions of Section 2903, no employee shall receive an automatic, non-negotiated increase in base salary, overload compensation or other benefits. Negotiations for a successor agreement to this agreement shall begin not later than January 2, 1987.

2903 In the event that the parties shall reach an agreement after September 1, 1987, on the terms and conditions of employment for a period beginning on September 1, 1987, and unless otherwise agreed and in accordance with such provisions of law as may be applicable and subject to the approval of such legislative bodies as shall be necessary for ratification of such agreement, the terms and provision of said agreement will apply as if said agreement was executed on or before September 1, 1987.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

COUNTY OF SULLIVAN:

BY: _____
Chairman, Board of Supervisors

SULLIVAN COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES:

BY: _____
Chairman, Board of Trustees

PROFESSIONAL STAFF ASSOCIATION:

BY: _____
President

AGREEMENT

DATED: 24 September 1986

EFFECTIVE: 1 September 1986

TERM: 1 September 1986 - 31 August 1989

By and Between

the

COUNTIES OF TOMPKINS AND CORTLAND
(hereinafter referred to collectively
as the "County"),

and the

BOARD OF TRUSTEES OF TOMPKINS CORTLAND
COMMUNITY COLLEGE (hereinafter referred to
as the "Trustees"),

As Co-employers (hereinafter collectively
referred to as "Employer" or "College"),

and the

TOMPKINS CORTLAND COMMUNITY COLLEGE
FACULTY ASSOCIATION (hereinafter referred
to as the "Association").

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ARTICLE I - Requirement of Legislative Action.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II - Savings Clause.

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III - Management Rights.

The County, the College, and the Administration of the College, on its own behalf hereby retains and reserves all rights, power, authority, duty and responsibility conferred by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies as are deemed necessary will, as they apply to employees represented by the Association, be limited only by the specific and express terms of this Agreement.

ARTICLE IV - Association Recognition/Status.

4.1 (a) The Employer recognizes the Association as the lawfully designated exclusive representative of employees of the College for the purposes of collective negotiations in a unit including all full-time and regular part-time teaching faculty; librarians, counselors, Technical Assistant Biology Lab; Admissions Officers; Teaching Assistant Math Lab; Teaching Assistant Nursing Lab; Technical Assistant Media Engineer; Teaching Assistant Accounting Lab; Placement & Transfer Coordinator; Technical Assistant Media Specialist; Teaching Assistant Reading Lab; Technical Assistant Media Services; Teaching Assistant Secretarial Science Lab; Teaching Assistant Writing Lab; Technical Assistant Graphics Artist and excluding all other employees of the Employer.

(b) Employees holding the title of Teaching Assistant shall be considered non-instructional employees.

4.2 A part-time employee is one who is regularly scheduled to work .5 or more but less than a full-time load as herein defined (teaching and/or non-teaching), inclusive of the pro rata amount of the appropriate professional responsibilities as assigned by the Supervisor. (See Appendix B - 1.0)

4.3 Full-time administrative personnel who are hereafter selected from among the members of the bargaining unit may return to the bargaining unit if a position vacancy exists and will on return to the bargaining unit have restored all bargaining unit rights and benefits as if he/she had not left the unit except for seniority and/or sabbatical leave eligibility which shall be the same as when he/she left.

4.3.1 Administrative personnel in the employ of the College, as of September 1, 1982, may enter the bargaining unit if a position vacancy exists and will on entering the bargaining unit retain seniority and benefits accrued as of September 1, 1982 based upon his/her years of services performing bargaining unit work for .5 or more of his/her full-time load.

4.4 The Association affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.

4.5 Membership in the Association shall not be a condition of employment; nor will the Employer discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or his/her refusal to join such organization or participation in any such activities.

4.6 The Association shall certify to the College, in writing, the current annual dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form. The Association shall give the College not less than thirty (30) calendar days written notice prior to the effective dates of any change in either annual dues or the authorization form.

4.7 The College agrees to deduct the annual dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms prescribed by the Association. Such authorization shall be for the current academic year and may be revoked at any time by the member, in writing. Deductions shall be equal to the annual or prorated dues of the Association divided by the number of pay periods remaining in the academic year following filing of the authorization. Dues shall be deducted over the twenty-two (22)

pay periods commencing in September and concluding in June. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.

4.8 The Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of September 15, 1986 and thereafter on each successive September 15 during the Agreement term.

4.9 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with instruction or the work obligation of any employee of the College.

4.10 The President of the Association shall be granted a three (3) credit hour or clock hour equivalent reduced load per semester. The College will make every reasonable effort to give the Association President a teaching/work schedule which will maximize his/her availability for the transaction of Association business.

Both parties will make every effort to have hearings, meetings and proceedings scheduled so as to minimize disruption of classes.

4.11 There will be a bulletin board at a location agreed upon by the parties hereto, under the exclusive control of the Association.

4.12 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date.

ARTICLE V - PAST PRACTICE.

This agreement supersedes all past practices relative to terms and conditions of employment herein contained. Practices, if any, relative to terms and conditions of employment not herein contained shall continue.

ARTICLE VI - Non-discriminatory Application.

6.1.1 The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual preference, marital status, race, color, creed,

national origin, political affiliation, or handicapping conditions.

6.1.2 It is the policy of Tompkins Cortland Community College that applicants shall receive equal opportunity for employment, and upon employment shall be treated equally regardless of race, color, age, religion, sex, sexual preference, political affiliation, handicapping conditions or national origin. This policy relates to all action related to, but is not limited to, recruitment, employment, upgrading, promotions, demotions, transfers, layoffs, terminations, training, and rates of pay and/or other forms of compensation.

ARTICLE VII - Appointments/Reappointments.

Appointments. Appointments to positions covered by this Agreement shall be at the discretion of the Trustees upon the recommendation of the President.

Types of Appointment:

7.1 Temporary Appointment. A Temporary Appointment shall be an appointment to a bargaining unit position for a period not to exceed one (1) year renewable for one (1) additional year. The services of employees on Temporary Appointments may be terminable at will by the President of the College.

7.2 Term Appointment. A Term Appointment shall be an appointment to a bargaining unit position for a minimum period of one (1) year which shall automatically expire at the end of that period. The reappointment or non-reappointment of a Term appointment shall be in the sole discretion of the College. The granting of a fifth (5th) consecutive Term appointment (prorated as to part-time employees) constitutes the award of a Continuing appointment.

7.2.1 Notice of non-reappointment, or of intention not to recommend reappointment shall be given in writing in accordance with the following standards:

(a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial extended appointment terminates during an academic year, at least six months in advance of its termination.

(c) Not later than December 1 of the third academic year of service.

(d) At least twelve (12) calendar months prior to the end of the appointment year for any year thereafter.

7.3 Continuing Appointment. A Continuing Appointment shall be an appointment to a bargaining unit position which, once granted, shall not be affected by changes in rank or grade and which shall continue until terminated in accordance with this Agreement.

7.4 A Continuing Appointment shall terminate at the end of the academic year or, in the case of a non-teaching employee covered by this Agreement, the individual contract year in which an employee reaches his/her seventieth (70th) birthday. An employee may be appointed to a temporary appointment after his/her seventieth (70th) birthday.

7.5 Position Vacancies. Each bargaining unit position vacancy or newly created bargaining unit position (other than a temporary position) shall be announced through the College media and posted on the Association bulletin board at the same time as such information is disseminated to newspapers, periodicals, etc., intended to expeditiously assure wide geographic coverage and the reaching of a high percentage of qualified interested candidates including minorities and those physically handicapped.

7.6 The position announcements shall contain a job description, duties, responsibilities, compensation and an outline of required and desired qualifications.

7.7 After a two-week posting period (one week during the period June 15 to September 1) employees who have applied and who are qualified candidates shall be interviewed. During the period June 15 to September 1 employees shall be notified by mail of vacancies.

7.8 Preferential Candidate Status. Employees who apply and possess the qualifications and have satisfactory evaluations in their current positions, will enjoy preferential candidate status (preferential candidate status means if all selection factors are judged equal by the President, the current employee shall be appointed), consistent with applicable Federal and State statutes relative to non-discrimination and equal employment opportunity and in compliance with the College's Equal Employment Opportunity and Affirmative Action Program in effect at the time.

7.9 All applications shall be filed with or forwarded to the Department of Personnel Services and shall be reviewed by the

appropriate Dean and/or Division Head. Appointment to the position in question shall be made by the President.

7.10 a. All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.

b. The personnel file in the College Personnel Department is the only official personnel file of the College.

c. Employees who submit an application and supporting material for another position at the College shall have those materials and other materials used in the selection process placed in their existing College personnel file.

7.11 Employees shall be notified of non-bargaining unit vacancies and newly created positions in the manner above provided.

ARTICLE VIII - Working Conditions.

8.1 The concept of academic freedom shall be fostered at Tompkins Cortland Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

> It is the policy of the University to maintain and encourage full freedom, within the Law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom. He may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen and faculty member, he has the same freedom as other citizens. He should be mindful, however, that in his extramural utterance he has an obligation to indicate that he is not an institutional spokesman.

8.2.1 For 1986-87 the regular appointment year for members of the bargaining unit with ten-month appointments shall be one hundred and seventy (170) working days, as assigned, inclusive of instruction, examinations, advisement, committee work, recruitment (as appropriate) within the period: two (2) weeks prior to the first day of classes in the Fall semester and one (1) week after the last day of classes in the Spring semester.

8.2.2 For 1987-89, the regular appointment year for members of the bargaining unit with ten-month appointments shall be one hundred and sixty five (165) working days, as assigned, inclusive of instruction, examinations, advisement, committee work, recruitment (as appropriate) within the period: one (1) week prior to the first day of classes in the Fall Semester and

one (1) week after the last day of classes in the Spring Semester.

8.3 The regular appointment year for members of the bargaining unit with twelve-month appointments shall be 261 working days within the period September 1 - August 31.

8.4 College classes shall be scheduled between eight (8) o'clock a.m. and ten (10) o'clock p.m. Employees may be assigned, within load, daily between eight (8) a.m. and ten (10) p.m., Monday through Friday. Effective September 1, 1984, employees teaching schedules shall not exceed an eight (8) hour span without the employee's consent.

8.5 The work week for full-time Librarians, Counselors, Teaching Assistants and Technical Assistants is thirty-five (35) hours, exclusive of a forty-five (45) minute meal period as close to the middle of the employee workday as possible. For authorized work in excess of thirty-five (35) hours, an employee shall have the option of earning at his/her calculated hourly rate either compensatory time off or the hourly rate in dollars.

8.6 A Counselor's load may include approximately twenty percent (20%) instruction.

8.7 The academic calendar shall be determined by the College.

8.8 The College shall establish teaching assignments and schedules.

8.9 <u>Basic Load Full-Time Instructional Employees.</u>

(a) Thirty (30) CHE maximum per academic year, sixteen (16) CHE maximum per semester exclusive of summer session for all instructional employees except LSRE and Nursing.

(b) A credit-hour equivalent (CHE) is defined as one (1) CHE equals one (1) lecture hour, and a .75 CHE is one (1) lab/studio activity hour.

(c) Sponsorship and attendance at student activities shall be on a voluntary basis.

(d) Employees may be assigned no more than three (3) preparations per semester. If an employee voluntarily accepts a fourth (4th) preparation, he/she may elect to receive either a three (3) credit hour reduced load for that semester or monetary compensation equivalent to a three (3) credit hour overload. (See Appendix B - 2.0)

(e) When a full load for an employee cannot be constituted from courses for which he/she is qualified and an underload exists, an employee shall make up load hours

through the assignment of responsibilities not to exceed three (3) clock hours per CHE underload.

(f) Nursing faculty load shall not exceed either thirty (30) annual CHE or from thirty-four (34) to thirty-six (36) annual instructional contact (clock) hours, whichever is less, of seminar, class lecture and clinical instruction in NURS courses inclusive of all quarterly rotations. In addition, full-time faculty shall participate in all level and program meetings as assigned. Part-time faculty will be responsible for meetings on a pro rata basis.

(g) For the purpose of equating credit-hours equivalents (CHE) to the various internship courses offered, weighting will be given to the number of students enrolled per faculty member. All internships except Human Services (HUMS230) will carry a 7-student-per-CHE ratio plus a 1:1 CHE credit for any lecture involved with the supervision. The ratio for HUMS230 (Human Services Internship), a longer program carrying more credits, requiring more hours of student contact and supervision, will be 4.5 students per CHE plus a 1:1 CHE credit for any lecture involved with the supervision.

(h) LSRE (Health and Recreation) instructional employees will be considered fully loaded on the basis of thirteen (13) activity (2 lab) courses and two (2) three (3) credit hour health and recreation courses per academic year.

8.10 Participation in the coordination and/or evaluation of Associate Degree programs or clusters of Associate Degree programs shall be voluntary. Employees who work on the coordination and evaluation of Associate Degree programs or clusters thereof shall receive such compensation or load reduction as may be individually agreed upon.

8.11 When unable to compile a full assignment within his/her discipline, and provided that no adjuncts are being used and that no voluntary overload exists within his/her discipline, employees, if qualified, may be assigned to other course areas and/or divisions.

8.12 Instruction of overload courses is on a voluntary basis. The College has no obligation to assign overload courses to employees volunteering for such courses. Qualified full-time employees (as determined by the Division Head or Dean of Academic Affairs) shall be given first preference for instruction of voluntary overload courses. An employee may teach a maximum of one (1) overload course per semester; two (2) overload courses per academic year and a total of two (2) overload courses during the summer session(s) or a total of twelve (12) CHE's per year. This restriction may be waived by mutual agreement of the College and the Association.

Voluntary overload assignments prior to 6:00 p.m. may be authorized provided, the employees recommended for such assignments are carrying full teaching loads and the courses in question could not otherwise be assigned to another employee qualified to teach the course(s) as part of their regular teaching load.

When more than one qualified full-time employee requests the same course as voluntary overload, seniority is determinative; when seniority is the same, rank is determinative. When seniority and rank are equal seniority in rank is determinative; assignment thereafter shall be on a rotating basis.

8.13 Employees must meet their classes as scheduled except as provided for in the following:

(a) A voluntary change in the time and/or location of a class meeting must have the prior authorization of the employee's Division Head. If unable to obtain approval prior to the class meeting, notice of the change shall be posted at the original location.

(b) A permanent change in the master schedule must have the prior authorization of the Dean for Academic Affairs.

8.14 Non-instructional employees in the Office of Admissions will serve as academic advisors when deemed necessary and appropriate by the Dean of Academic Affairs. Counselors will not be assigned without the approval of the Dean of Student Affairs. Other non-instructional employees will serve as advisors on a voluntary basis.

8.15 Employees with instructional responsibilities shall file with their Supervisor, post and maintain, a schedule consisting of five (5) office hours per week for student consultation and/or advisement. Schedules shall be deployed at reasonable hours; whenever possible scheduled hours shall be in proximity to classes.

8.16 Each employee shall timely submit grade and attendance records as required.

8.17 Employees are expected to serve on College committees. Every effort shall be made to distribute committee assignment and responsibility in as equitable a manner as possible consistent with individual interests, aptitudes and abilities and with the needs of the College.

8.18 Administrators may teach courses at the College; however, such instruction shall not cause termination of unit employees.

8.19 Teaching employees shall have the right to select their textbooks subject only to the approval of their supervisor. The College shall inform employees of the order dates established by text-book publishers as soon as known by the College.

8.20 Full-time instructional employees shall be assigned advisees. The College will make every effort to equalize such assignment. Where possible, advisees shall be from the instructor's discipline and/or one (1) other related discipline and not exceed thirty-five (35).

8.21 No employee shall be required to perform any work under conditions which jeopardize his/her health or safety. In the case of any emergency, the College shall give notice within a reasonable period of time to the Association President and all affected employees as to any known or suspected health and/or safety hazards.

8.22 Employees who choose to take a part-time administrative position may do so for four-tenths (.4) or less of their load and retain all rights, benefits, and seniority hereunder. Administrative assignments hereunder shall not be such as to place the individual so assigned in a conflict of interest position.

8.23 (a) When dealing with Independent Studies and Proficiency Examinations the employee shall receive the student-paid portion of the tuition for that course.

(b) Conducting In-Progress Grades, Independent Studies, Cooperative Education and Proficiency Exams shall not have any impact on other loading issues.

(c) Employees have the right to refuse added assignments such as In-Progress Grades, Independent Studies, Cooperative Education and Proficiency Examinations.

(d) Effective August 21, 1985, an employee shall receive one-hundred dollars ($100) for each Cooperative Education student he/she supervises.

8.24 Employees may be required to teach at off-campus locations as part of their regular load provided that a full load cannot be constituted on campus. Employees whose regular load includes off-campus assignments shall be reimbursed for travel at the rate provided herein, measured from the campus to the off-campus location and return. In the event the employee goes to the off-campus site directly from or returns directly to his/her home, he/she will be reimbursed at the lesser of either the campus to site or home to site basis.

8.24.1 Except as the President may otherwise authorize, employees who teach voluntary overload at off-campus locations will not receive mileage.

8.24.2 An employee shall not be required to transport audio-visual materials and/or student textbooks to off-campus locations.

8.25 Under normal circumstances, no substitute will be employed unless one week's equivalent of consecutive classes has been missed. Qualified employees may on a voluntary basis be assigned substitute duty and, if assigned, shall be compensated therefor at their overload rate of pay pro rated.

ARTICLE IX - Salaries and Economic Consideration.

9.1 Every employee shall receive an annual salary agreement, consistent herewith, setting forth his/her academic rank or title and salary.

9.2 Salary agreements shall be signed and returned by each employee within thirty (30) calendar days after receipt.

9.3 At an employee's option, exercised as indicated on his/her salary agreement, an employee shall be paid on either twenty-two (22) or twenty-six (26) approximately equal installment basis.

9.4 Any Agreement between the College and any individual member of the bargaining unit regarding the terms and conditions of their employment shall be expressly subject to this Agreement.

9.5 Salary Range.

The following constitutes salary ranges within academic rank and grade:

RANK/GRADE	1985-86	1986-87	1987-88	1988-89
I	$10,100-18,800	10,700-19,900	11,300-21,100	12,000-22,400
II	$11,400-21,200	12,100-22,500	12,800-23,900	13,600-25,300
III	$12,900-23,600	13,700-25,000	14,500-26,500	15,400-28,100
IV	$15,000-26,500	15,900-28,100	16,900-29,800	17,900-31,600
INSTRUCTOR	$13,200-25,500	14,000-27,000	14,800-28,600	15,700-30,300
ASST PROF	$15,000-28,900	15,900-30,600	16,900-32,400	17,900-34,300
ASSOC PROF	$17,100-33,900	18,100-35,900	19,200-38,100	20,400-40,400
PROFESSOR	$19,500-39,500	20,700-41,900	21,900-44,400	23,200-47,100

9.6 Employees, present and/or hereafter employed, shall be compensated at salary levels within the foregoing ranges applicable to their respective rank or grade, pro rata as to part-time employees. There are no specific steps.

9.7 The ranges set forth relate to base salaries only, and are not inclusive of salary differentials which may accrue from summer instruction, or extra compensation for twelve-month contracts.

9.8 Salary Increases.

9.8.1 Salary increases for each year of this Agreement shall be:

1) six (6) percent new monies for an across the board increase for each eligible employee.

2) Sixty thousand (60,000) dollars for a salary adjustment fund.

9.8.2 The distribution of the salary adjustment fund will address salary inequities. Procedural guidelines for distribution are specified in a Memorandum of Agreement (See Appendix B - 3.0) between the College and the Faculty Association to assure that salary inequities are addressed.

For 1987-88 and 1988-89 negotiations representatives for the Counties, the College and the Association will reconvene during the Spring semesters to review the application of the guidelines and to make appropriate modifications to assure that salary inequities are addressed.

9.9 The compensation of employees employed on the basis of the twelve (12) month year shall be 1.22 of the ten (10) month base salary.

9.10 When it becomes necessary to contract services of employees covered by this Agreement, before or beyond the limits of the Agreement, said employees will be compensated at a per diem rate of 1/170 (1/165 effective September 1, 1987) of the employee's annual salary.

9.11 Continuing Education and Overload Salary Schedule:

1986-89	10-Month Base Salary	Hourly Salary (Non-Teaching Assignments)	Overload Salary (PER CHE)
	0-11,000	9.70	385.00
	11,001-13,000	11.00	430.00
	13,001-16,000	12.15	475.00
	16,001-	13.80	485.00

9.12 Upon promotion from rank to rank, a promoted faculty member's base salary shall be adjusted upward by the sum of $500.

9.13 An employee authorized to use his/her motor vehicle to attend an approved function shall be reimbursed therefor at the highest mileage rate then in effect in Tompkins County for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event, plus road and bridge tolls paid along the route. Meal allowances shall be breakfast $6.00; lunch $10.00; dinner $16.00; full days $32.00.

9.14 Employees who wish to participate in the Cornell Federal Credit Union shall be allowed to do so through payroll deductions.

ARTICLE X - Leaves of Absence.

10.1 Sick Leave.

10.1.1 A Sick Leave for full-time employees shall be earned and accrued at the rate of one (1) day per month employed (ten or twelve) to a maximum of 180 working days (pro rata for part-time employees). Consistent with Section 10.7.2 hereof, the Employer will deduct, as needed, up to two (2) days from each employee's sick leave accrual as the contribution to the Sick Leave Bank.

10.2 Personal Leave.

10.2.1 An employee shall be allowed three (3) leave days per contract year for personal business (pro rata as to part-time employees).

10.2.2 Personal leave time must be requested of and approved by the Supervisor.

10.2.3 Personal leave days will not accrue, but if not used during the contract year will accrue to the employee's annual sick leave.

10.3 Family Leave.

10.3.1 Five (5) days of leave shall be allowed each contract year for full-time employees (prorated for part-time employees) for the following purposes:

(a) Death in the immediate family (spouse, child, parent, brother, sister or other relative residing in the immediate household).

(b) Emergencies or serious illness affecting spouse, child or other relative in the immediate household.

10.3.2 Family leave must be approved by the Supervisor.

10.3.3 Family leave will not accrue.

10.4 Leave Without Pay.

10.4.1 The President may, in his/her discretion, grant a leave of absence without pay to a maximum of one (1) year.

10.4.2 Requests shall be made in writing and be submitted to the President as far in advance of the requested effective date of leave as possible.

10.4.3 Such leaves shall commence at the beginning of a semester whenever possible.

10.4.4 Upon return from such leave the employee shall be restored to the position which he/she held prior to his/her leave or a comparable position.

10.4.5 Time on unpaid leave shall neither count as an interruption of nor credit toward continuing appointment, promotion, seniority or other College service.

10.4.6 The period of unpaid leave shall not count toward sabbatical leave eligibility; however, such leave shall not constitute an interruption of service.

10.4.7 Sick leave and personal leave shall not accrue during the period of unpaid leave.

10.4.8 An employee who is on authorized leave without pay, may continue his/her health insurance and/or income protection coverage during the period his/her contribution is not being deducted from his/her pay by remitting direct payments covering both the employer and the employee's shares of the premium to the Business Office at the College.

10.5 Sabbatical Leave.

10.5.1 Sabbatical leaves for professional development shall be made available to full-time employees who meet the requirements set forth herein for professional improvement of the individual, thereby increasing his/her value to the College, and thereby improving and enriching its program.

10.5.2 Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, professional work experience, or other experiences of professional value directly related to the

professional development of the individual in terms of its use and value to the College.

10.5.3 Full-time employees who have completed at least six (6) consecutive years of full-time service (or the equivalent thereof) at Tompkins-Cortland Community College, and who are Assistant Professors/Technical Assistants II/Teaching Assistant II or above, or who, if they have had a sabbatical leave, have completed at least six (6) consecutive years of full time, or the equivalent thereof, service from the date of return from their last sabbatical leave, will be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of paid leave of absence shall be included; periods of unpaid leave of absence shall not be included, but shall not be deemed an interruption in the number of years of continuing service accumulated.

10.5.4 Sabbatical leaves may be granted for one year at one-half salary which would have been paid during the year of the sabbatical or for one-half year at full salary for the year in which the sabbatical occurs. Employees on sabbatical leave may accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of their leaves. No more than five (5) employees are to be granted sabbatical leave in each fiscal year. All fringe benefits excluding sick leave, personal leave and family leave shall continue while the employee is on sabbatical leave.

10.5.5 a) Applications for sabbatical leaves shall be submitted to the applicant's Division Head or immediate supervisor by October 1 of the academic year preceding the requested leave. Each application shall include a statement outlining the purpose of the leave, the program to be followed while on leave and, if the leave is for study, the name of the institution and the identity of the study and the courses to be pursued and their relationship to the applicant's professional position. Applications shall indicate any prospective supplementary income, if applicable. Applications shall state the specific education objective in direct relation to the applicant's field of endeavor.

b) The Division Head or supervisor shall forward the request to the Sabbatical Leave Committee with his/her recommendations by October 15.

The Committee will forward its recommendations to the appropriate Dean by January 1. The Dean will forward the Committee recommendations together with his/her recommendations to the President by January 15. The President will notify the applicant of the action of the Trustees relative to his/her application by March 1.

10.5.6 The sabbatical applicants and the terms of their leaves shall be recommended by a committee composed of three (3) elected representatives of the bargaining unit on continuing contract and two (2) representatives appointed by the President. An applicant may not be a member of the committee.

10.5.7 Sabbatical leave recipients remain employees of the College and their salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from sabbatical leave the recipient will be restored to the position to which entitled (or a comparable position) at a salary equal to that he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical leave.

10.5.8 Within sixty (60) days after return from sabbatical leave, the recipient will submit to the President, a written report including objectives achieved together with appropriate records and data relative to such leave.

10.5.9 Following sabbatical leave the recipient is expected to return and complete one (1) year of service. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the willful failure of the recipient to return and complete such service.

10.5.10 Bargaining unit members electing to take a one semester or one-half year leave, as appropriate, at full pay, shall propose a period of time coinciding as nearly as possible with a college semester. If an exception to this time period is necessary, due to the content of sabbatical work, a special request describing that concern shall be provided by the applicant with the application.

10.5.11 Excepting procedural compliance, matters relating to the granting or denying of sabbatical leaves shall

not be grievable or arbitrable hereunder.

10.6 Vacation/Holiday Leave

10.6.1 A twelve-month employee, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.667 days per month (pro rata for part-time employees) for a total of 20 days per year as vacation.

A twelve month employee with more than five (5) years but less than ten (10) years of service, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.75 days per month (pro rata for part-time employees) for a total of 21 days per year as vacation.

A twelve month employee with ten (10) years or more of service, using the employee's anniversary date as the qualifying date, will accrue vacation at the rate of 1.83 days per month (pro rata for part-time employees) for a total of 22 days per year as vacation.

Days earned and not used shall accrue year to year to a maximum of thirty (30) work days. Days earned over thirty, but not used, will be lost. On separation from the College an employee shall be compensated for accrued vacation leave at the employee's then level of compensation, not to exceed thirty (30) days.

10.6.2 All vacation time taken must be first requested of and approved by the Division Head/Director of Counseling.

10.6.3 Effective September 1, 1986, twelve month employees shall be allowed the following holidays:

	1986-87	1987-88	1988-89
Labor Day	Sept. 1, 1986	Sept. 7, 1987	Sept. 5, 1988
Thanksgiving	Nov. 27, 1986	Nov. 26, 1987	Nov. 24, 1988
Friday after Thksg	Nov. 28, 1986	Nov. 27, 1987	Nov. 25, 1988
Winter Holiday	Dec. 25, 1986	Dec. 24, 1987	Dec. 26, 1988
Winter Holiday	Dec. 26, 1986	Dec. 25, 1987	Dec. 27, 1988
Winter Holiday	Dec. 29, 1986	Dec. 28, 1987	Dec. 28, 1988
Winter Holiday	Dec. 30, 1986	Dec. 29, 1987	Dec. 29, 1988
Winter Holiday	Dec. 31, 1986	Dec. 30, 1987	Dec. 30, 1988
New Year's Day	Jan. 1, 1987	-	-
Winter Holiday	Jan. 2, 1987	Dec. 31, 1987	Jan. 2, 1989
New Year's Day	-	Jan. 1, 1988	-

(continued on next page)

	1986-87	1987-88	1988-89
Spring Day	*	*	*
Memorial Day	May 25, 1987	May 30, 1988	May 29, 1989
Independence Day	July 3, 1987	July 4, 1988	July 3, 1989
			July 4, 1989

*Friday prior to the end of Spring recess.

10.6.4 A twelve-month employee shall be allowed two floating holidays to be determined by the employee in consultation with the employee's supervisor.

10.7 Association Sick Bank.

10.7.1 The intent of the Association sick bank shall be to assist and aid full and part-time employees who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued.

10.7.2 The Association Sick Bank covering bargaining unit employees shall operate in the following manner:

a) Each twelve-month employee shall surrender to the bank as needed two (2) sick leave days per contract year; all other employees shall surrender to the bank, as needed, sick days on a pro rata basis.

b) The sick leave days surrendered by the employees shall accrue to a maximum of 500 sick days. Surrender of sick days by employees shall cease upon reaching the 500 day bank limitation and resume at the discretion of the Association Sick Bank Executive Committee.

c) The 500 days previously accrued and contributed by the employees covered by this Agreement shall be transferred in full to the Association Sick Bank.

d) Requests for use of the sick bank reserve shall be made to the Sick Bank Executive Committee. Membership of the committee shall be the President of the Association and the President of the College or their respective designees.

e) Withdrawals from the sick bank shall be granted in accordance with the following procedures:

1) Written application shall be made by the employee or his/her designee using the appropriate form provided by the Department

of Personnel Services.

2) Professional evidence of need shall support the claim.

3) Limitations on employee withdrawals may be made at the discretion of the Sick Bank Executive Committee up to a maximum of 130 working days or until the employee becomes eligible for the limited total disability plan, whichever is earlier.

4) The decisions of the Executive Committee shall be neither grievable nor arbitrable; however, if the Associaton Sick Bank Executive Committee is unable to agree or make a decision the employee may request expedited arbitration from the first available arbitrator drawn from a panel consisting of the arbitrators in the Cornell School of Industrial and Labor Relations and administered by the American Arbitration Association. The parties shall be bound by the arbitrator's award and the costs thereof shall be shared equally by the College and Association. The arbitrator shall render a bench decision where possible but in no event later than one (1) week after the close of the hearing. The arbitrator shall be limited to granting no more than the number of days which would otherwise have been awardable by the Executive Committee, as specified in paragraph 10.7.2 E (3).

10.8 Jury Duty.

10.8.1 An employee scheduled for jury duty shall be excused from his/her duties and responsibilities for the period of such assignment without loss of pay or benefits, less compensation for jury service excluding all expenses.

10.9 Notification.

10.9.1 The College shall, each semester, advise (1) the Association President of the Association Sick Bank Account status; (2) each bargaining unit member of his/her leave status and accumulations.

ARTICLE XI - Evaluation

11.1 All employees shall be evaluated at least once annually. The

purpose of evaluation shall be for retention, promotion, tenure and the improvement of the quality of the professional function.

11.2 The annual evaluation of an employee shall be performed by the immediate supervisor and shall be based upon the employee's annual objectives, observations of performance, student and/or recipient of service evaluations, a self-evaluation and, in the case of teaching faculty, assessment of course materials including the format of course outlines and handouts to determine compliance with the College's academic standards policies. Each of the above elements will be summarized by the supervisor in an annual evaluation report. Each element of the annual evaluation report will be discussed in a conference between the employee and supervisor; a completed evaluation which will become part of the individual's personnel file, may be followed by individual conferences with the employee's immediate supervisor and/or the appropriate Dean. The individual being evaluated may include written comments and/or evidence related to the evaluation report in his/her personnel file.

11.3 Employee Annual Objectives.

11.3.1 Within two (2) weeks of receiving the annual goals and objectives of the appropriate Dean and/or Supervisor, each employee will prepare a list of objectives which he/she intends to accomplish during the year. These objectives will flow from the mission and goals of the College through the Division. Each employee's objectives will be developed with, and approved by, the Supervisor.

11.3.2 Between the second and fourth weeks of the Spring semester, the employee and the supervisor will meet to track the objectives. Within five (5) days of that meeting, if appropriate, the supervisor will provide the employee with a written report which shall identify any specific areas which must be improved in order to complete successfully the annual objectives.

11.3.3 Self-Evaluation.

No later than ten (10) days prior to the last day of the employee's contract year, each employee will prepare and submit for the annual evaluation report, a self-evaluation. The self-evaluation shall address the employee's self-assessment/attainment of his/her objectives and performance for the period of evaluation. Such assessment may contain documentation to substantiate the achievement of objectives and performance.

11.4 Factors of Evaluation.

11.4.1 Functional Objectives.

Those activities directly related to the employee's professional function. For teaching professionals this would include instruction of classes and student advisement. The functional objectives of non-teaching professionals are to be determined by their specific responsibilities.

11.4.2 Institutional Service Objectives.

Those institutional activities related to the employee's professional responsiblity. Typical examples may include committee membership and participation; development of new courses and programs where appropriate; development, sponsorship and/or participation in extracurricular activities for the benefit of the students and/or employees; service as a representative of the College.

11.4.3 Professional Development Objectives.

Those activities related to the employee's development as a professional. Typical examples may include advanced academic study, research, reading, publications, study-oriented travel, institutes, conferences, seminars, and memberships in professional organizations with particular emphasis on the individual's professional functions and responsibilities.

11.5 Observation/Evaluation.

11.5.1 Instructional employees shall be observed by their immediate supervisor (not to be a member of the bargaining unit) in an instructional setting. For new teaching faculty there will be one announced observation per semester for the first year of employment. For teaching faculty employed in their second, third, and fourth year, one observation will be made annually, except in instances of faculty request or unless a problem is identified. After the granting of continuing appointment the annual observation will be made by the immediate supervisor or appropriate designee. Additional observations, may be made if the individual is eligible for promotion consideration, the employee requests the the observation, or if a problem is identified.

The College reserves the right to make observations of instructional employees at any time. However,

employees will be notified at least three (3) days in advance of an observation. The observation report shall be made, in writing, on the standard form annexed. A copy of each observation report shall be sent to the employee within five (5) working days following the day of the observation. The observation will be reviewed with the employee.

11.5.2 Non-instructional employees shall be evaluated annually by their immediate supervisor. The evaluation shall be summarized, in writing, on the form annexed and shall be reviewed with the employee during the annual evaluation report conference.

11.6 Student/Recipient of Service Evaluation.

11.6.1 Student evaluations shall be administered to all class sections taught each semester per form annexed. A composite of the results of each section evaluated and an overall profile shall be sent to the employee within five (5) days following the publishing of the grades in the evaluated section.

11.6.2 Recipient of Service evaluations per form annexed shall be administered to individuals or groups, who deal directly with the non-instructional employee on a regular basis and with whom a professional working relationship exists(ed). A composite of the results of these evaluations and an overall profile shall be reviewed with the employee.

11.6.3 No student will be involved in the computation or compilation of the Student/Recipient of Service Evaluations.

11.7 Professional Development.

11.7.1 The College shall make every reasonable effort to arrange employees' work schedules to accommodate employees in approved professional development activities.

11.7.2 All employees shall be allowed release time to participate in approved professional development activities scheduled by the College on campus and will be scheduled in such a way as to permit as many as possible to participate without disruption of routine activities.

11.7.3 Non-instructional employees who participate in approved professional development activities which will benefit the College shall be granted release time for their participation consistent with the

fulfillment of their work obligation.

ARTICLE XII - Promotion.

12.1 Promotions shall be in the sole discretion of the College consistent with the procedures herein.

12.2 Procedures for Promotions.

a) Any employee wishing to have his/her name submitted for promotion purposes may request consideration for promotion from his/her supervisor. The supervisor shall transmit this request, with his/her comment, to the appropriate Dean with copy to the employee.

b) Each supervisor will transmit to the appropriate Dean, the names of those individuals within his/her department whom he/she wishes to recommend for promotion.

c) An employee who requests promotion, but who does not receive a recommendation for promotion from his/her supervisor and/or appropriate Dean, shall have the opportunity to confer with his/her immediate supervisor and/or the appropriate Dean, to discuss reasons for non-recommendation and shall, upon request, receive a written statement outlining the reasons for this non-recommendation.

12.3 Before being considered for promotion the length of time in current rank shall be: Instructor/Teaching and Technical Assistants I, a maximum of four (4) years; Assistant/Teaching and Technical Assistants II, a minimum of three (3) years; Associate/Teaching and Technical Assistants III, a minimum of four (4) years.

12.4 After reviewing the list of candidates, the President will submit his recommendations to the Board of Trustees. All candidates for promotion shall be advised of Board action within fifteen (15) days of the Board meeting.

12.5 Any Instructor granted a Continuing Appointment shall automatically be promoted to the rank of Assistant Professor.

12.6 Any Technical or Teaching Assistant I granted a Continuing Appointment shall automatically be promoted to the rank of Technical or Teaching Assistant II.

ARTICLE XIII - Insurance/Retirement

13.1 Health/Dental Insurance.

13.1.1 The Employer shall maintain for the duration of this Agreement, health insurance with benefit levels

substantially equivalent to those now in effect for bargaining unit employees hereinafter described. In the event the Employer changes insurance carriers or becomes a self insurer, the Association shall be notified not less than thirty (30) days in advance thereof and shall be advised of the terms of transition and be provided an opportunity to formally comment thereon.

13.1.2 The Employer will contribute one hundred (100) percent of the employee premium cost of health insurance coverage and ninety five (95) percent of the dependency coverage premium cost.

13.1.3 "Employee" as used in this Section, shall be one with a minimum appointment of three (3) months who earns at least two thousand (2000) dollars annually or who works a regularly scheduled week of at least twenty (20) hours.

13.1.4 A group Basic Dental Insurance Program (Blue Shield) is available through payroll deduction. The Employee contributes the full cost of the premium for either the individual or family plan.

13.2 Life Insurance.

13.2.1 The Employer will contribute $4.50/month toward the premium cost of TIAA-CREF group life insurance for participating employees.

13.3 Income Protection

13.3.1 The Employer will contribute $8.50/month toward the premium of the existing College-sponsored income protection plan.

13.4 Retirement.

13.4.1 Employees have the option of joining one of three retirement plans:

(a) New York State Employees' Retirement System
(b) New York State Teachers' Retirement System
(c) Teachers' Insurance Annuity Association--College Retirement Equities Fund (TIAA-CREF) (full-time employees only).

13.4.2 Employees have thirty (30) days to designate one of the three retirement systems. The employee automatically becomes a member of the New York State Teachers' Retirement System if no other decision is communicated to the Personnel Office within thirty

(30) days of employment.

13.4.3 After joining one of the three approved retirement systems, an employee cannot change to another system.

13.4.4 The Employer pays the total contribution to retirement for employees hired before July 1, 1976 and/or those hereafter employed who were members of one of the three approved systems prior to that date. Employees hired after that date contribute three (3) percent of their salary to the plan.

13.4.5 The Employer will contribute towards the retirement plan of a part-time employee who elects pursuant to 13.4.1 to join one of the above plans or who is already a member of one of the three approved systems.

13.5 Voluntary Separation.

13.5.1 Eligibility.

Employees with at least ten (10) years of full-time service with the College shall be eligible for voluntary separation. An irrevocable notice of intent to exercise this option must be submitted in writing to the President by February 1 to be effective on the following September 1 of each year.

13.5.2 Amount of Payment

A voluntary separation incentive equal to fifty (50) percent of the employee's salary as stated in the employee's annual salary agreement in the year that voluntary separation is requested shall be granted.

Employees shall be eligible for one hundred (100) percent of the payment as indicated in the above paragraph if the employee is 55 years of age. The incentive payment granted shall be based on the following schedule:

AGE	PERCENT OF SEPARATION INCENTIVE TO BE GRANTED
55	100
56	80
57	60
58	50
59	40
60	30
61	20
62	10

Age shall be determined as of January 1 of the year that voluntary separation is requested.

13.5.3 Payment Options.

Upon choosing voluntary separation the employee shall be entitled to an incentive payment as determined in Section 13.5.2 above. Written notification of how the employee would like to receive his/her payment must be received by the Department of Personnel Services at least thirty (30) days prior to when payment is desired. The amount of money indicated by that payment may be paid to the employee (at his/her option) according to one of the following alternatives:

A) One (1) or two (2) payment(s) at time(s) designated by the employee in the fiscal year following the voluntary separation request.

OR

B) One (1) to four (4) payment(s) at time(s) designated by the employee over a period not to exceed two (2) fiscal years following the voluntary separation request.

OR

C) The incentive payment due to the employee may be used to establish a fund out of which the employee's portion of health insurance premiums on the plan in force at the time of voluntary separation shall be paid. The College will continue to pay its percentage of health insurance premiums required by the College plan in effect at the time of voluntary separation. Upon the death of the separated employee the College will continue to pay the percentage of health insurance premium for the surviving spouse based on the plan in effect at the time of the death of the separated employee. The employee, or upon his/her death, the spouse, or the estate, may choose to receive payment of the balance available in this fund upon a thirty (30) day written notice to the Department of Personnel Services. The employee shall receive an accounting of his/her fund by September 30 of each year.

OR

D) An employee may elect to apply a portion of his/her incentive payment to Option C as indicated above and to receive the remaining portion of his/her incentive payment as determined in Section 13.5.2. under either Option A or B above.

13.5.4 One-time Eligibility.

Employees of the College as of September 1, 1986, who are age 55 or over with at least ten (10) years of full-time service with the College shall have a one-time opportunity to elect the voluntary separation incentive and to receive the full one hundred (100) percent payment as described in Section 13.5.2 regardless of age. The payment option as stated in 13.5.3 shall be available for this one time opportunity as well. For employees eligible for this one-time option, notification of voluntary separation must be submitted to the President of the College by February 1, 1987. Voluntary separation shall be effective September 1, 1987.

ARTICLE XIV - Reduction in Staff - Dismissal.

14.1 Upon determination by the College of a need to reduce staff, affected employees shall be given written notice in accordance with the following:

(a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(b) Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or if an initial extended appointment terminates during an academic year, at least six months in advance of its termination.

(c) Not later than December 1 of the third academic year of service.

(d) At least twelve (12) calendar months prior to the end of the appointment year for any year thereafter.

14.2 Affected employees within a layoff unit specified herein, shall be laid off in the inverse order of their seniority in that layoff unit. Consistent with the foregoing, the order of layoff shall be: temporary employees, part-time employees, full-time employees, and lastly, full-time employees on Continuing Appointment. If seniority within the layoff unit is the same, rank is determinative. If seniority and rank are equal, seniority in rank is determinative.

(a) For the purposes of this Agreement, seniority shall commence from the first date of appointment in a layoff unit specified herein. Seniority in that layoff unit shall be granted for each year of appointment, or part

thereof, during which the employee actually taught courses or served in that layoff unit for a majority of his/her full-time load, with such seniority pro rata for part-time employees.

(b) Employees will be granted actual seniority during a sabbatical leave in which they taught in or served in a layoff unit immediately prior to the sabbatical leave.

(c) Layoff Unit.

Hospitality Programs:
- Food Service
- Hotel Technology
- Travel and Tourism
- Wine Marketing

Public Service Programs:
- Criminal Justice
- Fire Protection Technology
- Human Services

Business:
- Accounting
- Business Administration
- Data Processing
- Secretarial Science
- Word Processing

Technologies:
- Construction Technology
- Drafting
- Electrical Technology
- Mechanical Technology
- Engineering Science
- Environment/Science and Forestry

Health Sciences and Lifetime Sports and Recreation:
- Medical Assistant
- Nursing
- Medical Laboratory Technology
- Health
- Mortuary Science
- Recreation
- Lifetime Sports and Recreation Education

Liberal Arts and Humanities:

Art	French	Reading
Music	German	English
Philosophy	Spanish	Humanities

Social Sciences:

Anthropology	Psychology
Geography	Social Sciences
History	Sociology
Political Science	Interdisciplinary
Psychological Education	Economics

Mathematics-Sciences:

Astronomy	Mathematics
Biology	Physical Sciences
Chemistry	Physics
Geology	

Learning Resource Center:

- Library
- Media Services and Support
- Television and Radio

Student Services:

- Counselors
- Admissions Officers
- Placement Counselors
- Transfer Counselors

14.3 Employees with continuing appointments who are laid off shall, for the period of two (2) academic years following layoff, have a right to be recalled to the position occupied prior to layoff or a position for which the employee is qualified. Recall shall be in inverse order of layoff. Notice of recall shall be in writing, forwarded by Registered or Certified Mail addressed to the last address filed in the Department of Personnel Services of the College by the employee. If the employee fails to respond, in writing, within three (3) weeks of receipt of notice of recall indicating acceptance thereof [or within four (4) weeks of mailing thereof] the employee shall be deemed to have refused recall and the College shall have no further obligation to him/her. Upon recall from layoff, an employee will have restored all rights and privileges accumulated prior to layoff.

14.4 Before an employee on Continuing Appointment is laid off he/she shall be offered appointment to any existing vacancy or newly created position for which he/she is qualified.

14.5 During the remaining period of employment employees receiving layoff will be provided with the following:

1. Counseling as to unemployment benefits and other financial assistance available through local, state and federal agencies.
2. Job opportunities available.
3. Resume writing and reproduction.
4. Use of institutional facility/equipment to facilitate the job search.

14.6 Matters relating to reduction of staff (layoff) shall not be

grievable or arbitrable except in issues involving a claim of seniority, benefits and/or procedures.

14.7 Dismissal/Discipline.

(a) Dismissal or discipline of an employee shall be for just cause; shall be subject to the grievance procedure provided herein, and may be initiated at Stage 3 within ten (10) work days of the receipt of written notice of discipline or dismissal.

(b) In the processing of a grievance for dismissal or discipline, the burden of proof shall be upon the College. Within five (5) work days of the notice of dismissal/ disciplinary action and at least ten (10) work days before the hearing at Stage 3, the College shall present detailed written charges to the dismissed/disciplined employee.

(c) An employee may be suspended without pay for a period not to exceed thirty (30) calendar days pending the disposition of a grievance. Absent a grievance, discipline shall be limited to a thirty (30) calendar day suspension.

ARTICLE XV - MISCELLANEOUS.

15.1 Tuition Waiver

Each contract year the College will provide $10,500 for all employees (full-time and part-time) and the immediate families (spouse and children) of full-time employees to participate in a tuition waiver program at Tompkins Cortland Community College for credit and FTE-generating courses. Requests for tuition waivers must be made in writing to the Department of Personnel Services ten (10) days prior to the start of each academic term or summer session. Employees will have first opportunity for utilizing the funds.

For the Fall and Spring semesters, $5250 will be budgeted for each semester. Unused monies from the Fall semester shall be added to the Spring semester pool of dollars. Unused monies from the Spring semester shall be used to create a fund for use during the Summer sessions.

In the event that employee requests exceed the monies available, the employee requests shall be prorated using the fraction: dollars available divided by dollars requested. After employees' total tuition waivers have been allocated, each family member's requested waiver will be prorated by the fraction: dollars remaining divided by dollars requested, if more money is requested than is available.

15.2 The College will provide a copy of the collective bargaining

agreement to each bargaining unit member now or hereafter employed.

15.3 Physical examinations which may be required subsequent to employment shall be conducted by a specialist agreeable to the College and Association and be paid for by the College.

15.4 Employees shall comply with the College regulations and shall support College efforts to achieve compliance therewith.

15.5 The College will make a reasonable effort to make support services available to employees.

15.6 Employees shall be required to notify their supervisors of their absences and the reason therefor.

15.7 Employment at the College shall be considered the basic employment of all full-time bargaining unit members and each shall limit such other outside activities so as not to impair his/her educational effectiveness.

15.8 Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review his/her own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to the Personnel Administrator and to provide written comment as to any material therein contained. Said review shall take place in the Department of Personnel Services, or in any alternative location designated by the President, during the normal business hours of the College. A representative of the bargaining unit member's own choosing may accompany him/her.

15.9 Materials appropriate for copyright and all patentable inventions produced by employees utilizing College time and/or resources shall belong to the College. The College shall make application for all copyrights or patents thereon within six (6) months of the completion or final revision of the work. Failure to do so will waive the College's rights to such copyright or patent and all rights to copyright or patent the material shall revert to the originators.

Prior to commencement of activities to develop materials, which may subsequently be copyrighted or patented, the employee will transmit a statement to the President of the College describing in detail the intent and the specifics of the project. Within twenty (20) days of receipt of such statement, the President will transmit to the employee the restrictions that the College will impose on the employee's research. Failure of the College to indicate any restrictions on the employee's research will automatically waive the College's rights to such copyright or patent.

15.10 This Agreement constitutes the entire agreement between the College and the Association. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter whether or not covered herein.

15.11 This Agreement may be amended or supplemented only by further written agreement by the Parties.

15.12 All terms and conditions of the Agreement will remain in effect to the date of termination of this Agreement with the intent to open discussions of future Agreements to commence on January 16, 1989.

15.13 Definitions

DAY	The "day" shall be considered a work day, excluding Saturday, Sunday, or Holidays, unless otherwise stipulated.
ANNIVERSARY DATE	The date of an employee's appointment to a full-time or part-time position, as defined by this Agreement, at the College.
CALENDAR YEAR	January 1 to December 31.
ACADEMIC YEAR	As determined by the College, to be from the first day of classes in the Fall semester to the last day of examinations in the Spring semester.
EMPLOYEE	Individuals covered by this Agreement.
CONTRACT YEAR AND APPOINTMENT YEAR	For this Agreement, contract year and appointment year will be synonymous

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in the manner following:

COLLEGE REPRESENTATIVES

Carl Haynes

Walter Roland

Robert Ross

James Spear

FACULTY ASSOCIATION REPRESENTATIVES

William Casolara

Louise McGee

James Nichols

Amy Trueman

Patricia Yantz

REPRESENTING TOMPKINS COUNTY

Hugh Hurlbut

Beverly Livesay

REPRESENTING CORTLAND COUNTY

William Baker

Raymond Beard

Date: September 4, 1986

APPENDIX

APPENDIX A

Grievance Procedure

Declaration of Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the professional staff within the bargaining unit through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

1.0 Definitions.

1.1 Grievance is a claim by any person or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.

1.2 Supervisor shall mean any department chairman, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

1.3 President is the President of the College.

1.4 Association shall mean Tompkins Cortland Community College Faculty Association.

1.5 Aggrieved Party shall mean any person or group of persons within the bargaining unit or Association.

1.6 Personnel Administrator shall mean the person directly responsible for administering the Department of Personnel Services.

1.7 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

1.8 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any state (including Stage 4 below, where the Hearing Officer is the Arbitrator) on grievances hereunder.

1.9 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and holidays.

2.0 Procedures.

2.1 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of and the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought

by the aggrieved party.

2.2 Except for informal decisions at Stage 1 (a) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be timely transmitted to the aggrieved party and the Association.

2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

2.4 The parties agree to facilitate any investigation which may be required and to make available such relevant documents, communications and records concerning the alleged grievance as may be requested by the grievant or his/her duly authorized representative.

2.5 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

2.6 Any grievant has the right to have a representative(s) of his/her choice present at all stages of this grievance procedure excluding representatives of competing labor organizations.

2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by any party hereto against the aggrieved party, and party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

2.8 Forms for filing grievances will be provided by the College.

2.9 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

3.0 Time Limits.

3.1 The time limits specified for either party may be extended only by mutual agreement.

3.2 No written grievance will be entertained, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty (40) days after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.

3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.

3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.0 Stages of Grievance Procedure.

Stage 1:

4.1 The aggrieved party will discuss his/her grievance with his/her supervisor, with the objective of resolving the matter informally.

Stage 2:

4.2 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Personnel Administrator. Within ten (10) days after the written grievance is presented to the Personnel Administrator, a decision shall be rendered thereon, in writing, and presented to the aggrieved party and the Association.

Stage 3:

4.3 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within ten (10) days, file a written appeal of the decision with the President, submitting copies of the decision with the appeal.

4.4 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or his/her representative and all other parties-in-interest.

4.5 The President or a designated representative shall render a decision in writing to the aggrieved, and the aggrieved's representative within ten (10) days after the conclusion of the hearing.

Stage 4:

4.6 If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further the Association may, within ten (10) days of receipt of the decision of Stage 3, submit the matter to arbitration by written submission to the American Arbitration Association with copy to the Personnel Administrator. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association in the selection of an Arbitrator in the hearing and all matters related thereto.

4.7 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.

4.8 The Arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.

4.9 The decision of the Arbitrator shall be final and binding upon all parties.

4.10 All costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the College and the Association.

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APPENDIX B - 1.0

MEMORANDUM OF AGREEMENT

By and Between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and

TOMPKINS CORTLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

In resolution of a pending grievance filed on November 27, 1985 regarding the status of employees regularly scheduled to teach more than 7.5 credit hours per semester, the parties hereto agree as follows:

1. Effective beginning the Spring 1986 Semester, any teaching employee who is scheduled to work 0.5 (7.5 credit hours) or more during a semester shall be considered a part-time employee under the labor agreement. This shall constitute an interpretation and application of Article IV, Section 4.2 of the 1982-1986 Agreement between the parties.

2. Within 15 (fifteen) business days following the execution of this agreement, Ms. Victoria Boynton, Mr. Arthur Stark, and Ms. Corrine Church shall receive from the College the sum of $500 (five hundred dollars) each as an additional salary payment.

3. The Faculty Association hereby withdraws its grievance dated November 27, 1985 alleging violations of Sections 4.2, 4.8, 9.2, and 2.4 of the Labor Agreement and agrees that this settlement is in full satisfaction of all its claims regarding the application of the agreement to employees of the College working less than full-time.

4. Ms. Victoria Boynton, Mr. Arthur Stark, and Ms. Corrine Church, hereby release and discharges the Tompkins Cortland Community College, its agents, officers, employees, successors and assigns, from all liability for any and all causes of action or claims of any nature or kind, from the beginning of the world to the date of this agreement, including and in particular, all claims relating to their employment with the Tompkins Cortland Community College.

5. This agreement shall not constitute an admission or finding that there has been a violation of the Labor Agreement between the parties.

February , 1986

Victoria Boynton
Victoria Boynton

Arthur Stark
Arthur Stark

Corrine Church
Corrine Church

TOMPKINS CORTLAND COMMUNITY COLLEGE

BY Thyphong Baker

TITLE President

TOMPKINS CORTLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

BY John N. Martindale

TITLE President

F00078/GN

APPENDIX B - 2.0

MEMORANDUM OF AGREEMENT

In response to discussions held regarding a Stage 1 (informal) grievance presented by Carol Morris, the College and the Faculty Association agree that clarifying language needs to be added to the Agreement. Article 8.9 (d) stipulates that "If an employee voluntarily accepts a fourth preparation, he/she may elect to receive either a three-credit hour reduced load for that semester or monetary compensation equivalent to a three-credit hour overload." In the Morris case she was assigned two one-credit courses for the Spring semester in addition to two other course preparations. This created a fourth preparation situation for which she felt she should be compensated.

In recognition that Carol Morris and one or more additional employees are teaching four or more cumulative preparations during the Spring 1986 semester it is agreed that the effected employee(s) shall be compensated at the appropriate per credit hour overload rate for each one credit course module exceeding three preparations for the semester. The parties also agree that no retroactivity to previous semesters is implied.

Effective with the Fall 1986 semester the following language shall be in effect and shall be added to Article 8.9(d) of the current and subsequent Agreement(s):

> For purposes of determining reduced load or monetary compensation the following shall prevail:
>
> 1) Preparations must occur simultaneously to invoke this provision.
>
> 2) In the event of a fourth preparation requiring load reduction or monetary adjustment, such adjustment shall be based on the actual credit hour involvement, i.e. 1-credit; 2-credit; 3-credits; or 4-credits.

Carol Morris
Carol Morris

John Martindale
John Martindale
President

Robert Ross 5/6/86
Robert Ross
Acting President

5/5/86
Date

A00986/lw

Appendix B - 3.0

MEMORANDUM OF AGREEMENT

The following Agreement provides operational procedures as to how the Salary Adjustment Fund (see Article IX, Section 9.8.2) will be administered.

I. Division of Salary Adjustment Fund Among Ranks/Grades

The following steps outline the procedures to be used to apportion the 1986-87 Salary Adjustment Fund to each of the ranks and grades.

A) For each rank and grade, find the difference between the average salary at Tompkins Cortland Community College (10 month base salary adjusted to 1 FTE) for 1985-86 (after an across-the-board increase of 6%) and the projected average salary at the 16 other community colleges for 1986-87.

1. The average salary for each rank and grade at Tompkins Cortland Community College is defined as the arithmetic average while the average of each rank at the 16 other community colleges is defined as the median or "middlemost" of those 16 average salaries (i.e. the 8th highest salary).

2. Projections of median salaries for the professional ranks at the other community colleges for 1986-87 are computed by finding the mean percentage increase in average salaries at the 16 colleges represented by the 1985-86 over the 1984-85 and increasing the 1985-86 average salaries by that mean percentage. The projected median salary for each rank will be adjusted so that all ranks move at the same percentage rate toward the median salary for each rank/grade at the 16 community colleges.

3. Since data on the average salaries for Teaching/Technical Assistants at the 16 other colleges is not available, an estimate of the median salary at the 16 colleges for these grades is obtained each year of the contract as follows:

(a) Take the 1-FTE adjusted average for each of the professorial ranks at Tompkins Cortland Community College for 1985-86 and increase it by 6%.

(b) Subtract these adjusted, increased averages from the estimated median salary at the 16 community colleges for 1986-87.

(c) Express each of these differences as a percent of the 1985-86 Tompkins Cortland Community College adjusted, increased salary average for each rank.

(d) Find the average of these four percentages.

(e) Increase the 1-FTE, 6% increased average salary for each of the Teaching/Technical Assistant grades at Tompkins Cortland Community College for 1985-86 by this average percentage and use the result as an estimate of the 1986-87 median average salary for these grades at the 16 other community colleges.

B) Multiply these differences (as determined in IA) by the number of people in the respective ranks to find the amount of money (in 1 FTE adjusted dollars) that it would take in addition to the 6% across-the board increase to move each of the Tompkins Cortland Community College averages up to the respective average for the 16 other colleges for 1986-87.

C) Sum up these amounts and express each of them as a percent of the total.

D) Use these percents to determine the portion of the salary adjustment fund to be allocated to each rank.

II. Distribution of Salary Adjustment Fund Within Each Rank/Grade.

A) Multiply the 85-86 minimum salaries for each rank/grade at Tompkins Cortland Community College by the adjustment factor of 1.6 to get an intercept for each rank.

B) For each returning employee on term/continuing appointment in each rank/grade, sum his/her placement credits at hire, prorated years of service at Tompkins Cortland Community College and his/her prorated years in rank/grade and

divide the result by 3 to determine an adjustment index number for that individual.

C) For each individual in a rank/grade, compute a scale value by multiplying the intercept for that rank/grade by the incremental factor of 1.005 raised to a power. That exponent is equal to the adjustment index for that individual.

D) For each individual in a rank/grade, increase his/her current base salary by 6%.

E) Between 10% and 15% of the salary adjustment fund will be allocated first to those staff whose present salaries are most indicative of inequities based on a comparative analysis of the 1985-86 base salaries.

F) For each individual in a rank/grade, adjust this increased salary (based on D and E above) to 1 FTE and find the difference between his/her scale value and this increased, adjusted salary.

G) Add these differences for all individuals in a rank/grade and express the difference for each individual as a percent of the total for that rank/grade.

H) The adjustment dollars allocated to each rank/grade will then be distributed using these percentages to the individuals within that rank/grade.

I) Multiply the adjustment dollars allocated to each individual by that individual's FTE to determine his/her actual salary adjustment.

J) For each individual, add the actual adjustment to his/her 6% increased salary to find his/her base salary for the next year of the contract. The 1 FTE adjustment fund will be set at a value that will result in the allocation of the $60,000 adjustment fund minus the distribution per step "E" above.

III. Distribution of salary adjustment fund for 1987-88 and 1988-89 will be consistent with Article IX Section 9.8.2 of the Agreement.

Amy Trueman, President
Faculty Association

Eduardo J. Marti, President
Tompkins Cortland Community College

Date Sept 19, 1986

Y00029/gn

APPENDIX B - 4.0

MEMORANDUM OF AGREEMENT

By and Between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and

TOMPKINS CORTLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

Two current positions (Linda Hegedus and Nancy Siemon), of .4 each, will be allowed membership in the unit. However, all future membership shall be limited to full-time employees and regular part-time employees as provided in the Agreement.

Dated: November 4, 1983

APPENDIX C - 1.0

ARTICLE XI - EVALUATION

The Faculty Association and the College agree to the establishment of a committee for the purpose of reviewing the current language in Article XI of the Faculty Contract. The following guidelines shall prevail:

1) The Association and the College shall each designate four persons to serve on the Evaluation Committee including at least two from each group who served on the Committee in 1985-86.

2) The newly formed Evaluation Committee shall hold an organizational meeting called by the Spring 1986 Chairperson within two weeks of the date of ratification of the Faculty Contract for 1986-87. At that meeting the charge of the Committee will be presented and a chairperson shall be elected from among the members.

3) It is agreed that the Evaluation Committee shall use a problem solving mode in addressing concerns under the rubric of mutual gains bargaining as has been the case during negotiations.

4) Any agreements made in committee shall be subject to contract ratification procedures for both the Association and the College.

5) Upon ratification by both parties, the language will become part of the Agreement.

6) If the committee fails to come to agreement, or if either party fails to ratify the submitted proposal, the language currently in the Faculty Association Agreement will remain in effect.

7) Ratification of any committee agreements is to be completed by the last contract day for 1986-87 or the current contract language will remain in effect.

Y00028/gn
9/4/86

C00196/gn

APPENDIX C - 2.0

ARTICLE - XIV - LAYOFF UNITS

14.2 Layoff Units

The College and the Faculty Association agree to establish a committee for the purpose of revising the current language in Section 14.2 (Layoff Units) of the Faculty Agreement. The following guidelines shall prevail:

1. The College and the Association shall each designate four persons to serve on the Committee.

2. The Committee shall hold an organizational meeting within two (2) weeks of the ratification of the Agreement by both parties. At that meeting a chairperson shall be elected from among its members, and a regular meeting schedule shall be established.

3. The revised language for Section 14.2 shall become part of the Agreement when it is ratified by the College Board of Trustees and the Faculty Association.

4. The language of Section 14.2 shall be addressed using the following guidelines as minimums:

   a) The layoff units as listed in the 1982-1986 Agreement shall be redefined to provide greater consistency within each unit.

   b) The seniority provisions of Section 14.2 may be reviewed and revised if deemed necessary by the Committee.

   c) By October 1 of each year following ratification of Section 14.2, the College shall create a seniority list that is consistent with the Agreement.

   d) Alternative ideas such as, but not limited to, retraining, cross-training, and alternate layoff units may be considered by the Committee.

(Continued on next page)

s above revisions to Section 14.2 shall be completed nd agreed upon by the Committee by December 1, 1987.

a) Extension of the above date (December 1, 1987) may be made by mutual agreement of the Committee members.

b) If there is no mutual agreement in Committee to extend the December 1, 1987 deadline, the unresolved issues will be submitted to binding arbitration, limited to one day, consistent with the procedures in Sections 4.6 through 4.10 (Appendix A) of the Agreement.

6. In the event that the Committee's recommendations are not ratified by either party, those recommendations will be submitted to binding arbitration consistent with the procedures in Sections 4.6 through 4.10 (Appendix A) of the Agreement.

Y00028/gn 9/4/86

C00197/gn

APPENDIX D - 1.0

SUNY A FORM 8-01A

IDENTIFICATION NUMBER

SPECIAL CODES A B C D E F G H I J

GENERAL CODES K L M N O P Q R S T

DATE MO. YR.

SEX

EDUCATION

DO NOT WRITE IN THIS SPACE

STUDENT INSTRUCTIONAL RATING FORM (SIRF)

Blacken the appropriate circle heavily and completely with a No. 2 pencil only. If you wish to change your response, erase the mark completely. Please make no marks in grey-shaded areas.

NOTE: Your responses to the first 9 items may be used in making promotion, tenure or other merit decisions concerning this instructor.

INSTRUCTIONS: Please code the 8-digit **COURSE NUMBER** of this course in the unshaded area in the upper-left corner of this sheet in the identification area. Then, using the scale below, indicate how frequently each statement was characteristic of this instructor.

5=Almost Always 4=Very Often 3=As Often as Not 2=Seldom 1=Almost Never
Blank=Don't Know/Doesn't Apply

1. Was well-prepared for class ..... 1.
2. Communicated course content in ways you understood ..... 2.
3. Stimulated your interest in the course material ..... 3.
4. Challenged you intellectually ..... 4.
5. Was receptive to students' ideas and viewpoints ..... 5.
6. Was available outside class to discuss course matters ..... 6.
7. Held you to high standards of performance ..... 7.
8. **INSTRUCTOR**, overall: 5=Excellent 4=Good 3=Average 2=Fair 1=Poor ..... 8.
9. **COURSE**, overall: 5=Excellent 4=Good 3=Average 2=Fair 1=Poor ..... 9.
10. Are you a: 1=Fr. 2=Soph. 3=Other ..... 10.
11. Is this course: 1=Specifically required; 2=Required but a choice among several; 3=An elective ..... 11.
12. Is this course in your actual/planned: 1=Major 2=Minor 3=Other ..... 12.
13. Is your cum. QPI closest to: "4.0"=4 "3.0"=3 "2.0"=2 "1.0"=1 ..... 13.
14. Expected course grade. A=5 B=4 C=3 D=2 NC=1 P=6 ..... 14.
15. Are you: 1=Male 2=Female ..... 15.

1378

A2804-8 NCS Trans-Optic FS899:161514

Thank you and please return our No. 2 pencils. (Someone other than the instructor should collect and return these forms.)

APPENDIX D - 2.0

SUPERVISOR'S INSTRUCTIONAL EVALUATION REPORT

FACULTY: _____ TITLE: _____

EVALUATOR: _____ TITLE: _____

COURSE BEING EVALUATED: _____ TITLE: _____

COURSE NUMBER: _____ SECTION: _____

DATE OF OBSERVATION: _____ ROOM/LOCATION: _____

TIME EVALUATOR ARRIVED: _____ TIME EVALUATOR LEFT: _____

NUMBER OF TIMES YOU'VE FORMALLY OBSERVED THIS EMPLOYEE: _____

I. Illustrates knowledge of the subject:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

II. Class Preparation:

A. Objective of observed class: _____

B. Were the objectives for the class session made clear to students?

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

C. Organizational plan clearly demonstrated:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

III. Presentation:

A. Modes of presentation (describe, e.g., use of blackboard, lecture, films, etc.):

Comments:

B. Effectiveness of modes of presentation as noted above:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

C. Instructor communicated clearly:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

D. Accomplishment of objectives for this class:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

E. Student involvement in class (i.e., questions, responses, attentiveness, note-taking, etc.) as appropriate:

1	2	3	4	5
Poor		Satisfactory		Excellent

Comments:

IV. Additional Comments:

APPENDIX D - 3.0

SUPERVISOR'S EVALUATION OF NON-INSTRUCTIONAL EMPLOYEE

EMPLOYEE BEING EVALUATED: _____

JOB TITLE: _____

NAME OF SUPERVISOR: _____

TITLE: _____

EMPLOYEE'S PRIMARY JOB RESPONSIBILITY: _____

_____

DATE OF OBSERVATION: _____ TIME PERIOD: BEGAN _____ ENDED _____

LOCATION OF OBSERVATION: _____

NUMBER OF TIMES YOU HAVE OBSERVED THE EMPLOYEE PERFORMING THE JOB FUNCTION: _____

1. This individual's ADAPTABILITY to diverse work-related situations is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

2. This individual's COOPERATION with co-workers in work-related situations is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

3. This individual's EFFICIENCY in performing work-related tasks is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

4. This individual's DEPENDABILITY in work-related tasks is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

5. This individual's KNOWLEDGE of the job function is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

6. This individual's ABILITY TO IMPLEMENT work-related knowledge is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

7. This individual's INITIATIVE in work-related tasks is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

8. This individual's COMMUNICATION SKILLS in work-related functions are:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

9. This individual's ability to clearly IDENTIFY A PROBLEM and the possible alternative solutions to that problem is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

10. This individual's ability to make decisions which lead to effective results is:

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Comments:

11. OVERALL ASSESSMENT AND RECOMMENDATIONS:

Comments:

jmc/C00212

APPENDIX D - 4.0

RECIPIENT OF SERVICE EVALUATION OF NON-INSTRUCTIONAL EMPLOYEE

NAME OF EVALUATOR: _____

EMPLOYEE BEING EVALUATED: _____

NUMBER OF TIMES YOU USED THIS EMPLOYEE'S SERVICE THIS SEMESTER: ___

DESCRIBE THE SERVICE(S) PROVIDED TO YOU BY THIS EMPLOYEE: _____

_____

WHY DID YOU SEEK THIS SERVICE FROM THIS EMPLOYEE? _____

_____

HOW DID THIS SERVICE HELP YOU? _____

_____

_____

1. Was the individual enthusiastic in providing the service?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

2. Did the individual communicate clearly?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

3. Were questions answered completely?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

4. Was the individual accessible?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

5. Was the individual knowledgeable about the service?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

6. Were appropriate materials/services provided to fulfill your request?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

7. If appropriate, did the employee provide help in areas other than the area(s) you initially sought help? If so, how do you rate this additional service(s)?

1	2	3	4	5	NOT
Poor		Satisfactory		Excellent	APPLICABLE

Provide specifics:

jmc/C00212

EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF ULSTER

AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

Original Agreement dated September 1, 1980 to August 31, 1984
(in regular type)

Addendum to Original Agreement effective September 1, 1981
(type is underlined)

Amendment to Agreement extended from September 1, 1984 to August 31, 1987
(all caps)

INSTITUTIONAL RESEARCH
ULSTER COUNTY COMMUNITY COLLEGE
STONE RIDGE, NY 12484

EMPLOYMENT AGREEMENT 1980-84 BETWEEN THE COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION - AMENDED EFFECTIVE FROM SEPTEMBER 1, 1984 TO AUGUST 31, 1987

ARTICLE I

Section 1. The County of Ulster, hereinafter referred to as the "County" and the Ulster County Community College Faculty Association, hereinafter referred to as the "Association" do hereby enter into the following collective bargaining agreement, all benefits becoming effective as of September 1, 1980 and ceasing August 31, 1984. THIS EMPLOYMENT AGREEMENT HAS BEEN EXTENDED FROM SEPTEMBER 1, 1984 TO AUGUST 31, 1987. ALL AMENDMENTS ARE TO BE EFFECTIVE AS OF THE FIRST DAY OF SEPTEMBER, 1984, AND ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME AND CONTINUE IN FORCE AND EFFECT UNTIL AUGUST 31, 1987.

Section 2. The County agrees that the Association shall be the sole and exclusive representative of a unit comprising full-time professional teaching staff holding academic rank for the purpose of collective bargaining and grievances.

Section 3. Subject, however, to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees that signed such authorization permitting such payroll deductions and to remit said deductions to the Association monthly. THE COUNTY AGREES THAT AFTER SEPTEMBER 1, 1984, FOR AS LONG AS 80% OF THE ELIGIBLE EMPLOYEES MAINTAIN MEMBERSHIP AS ACTIVE DUES PAYING MEMBERS IN THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION, TO ADOPT AN "AGENCY FEE" FOR OTHER ELIGIBLE UNIT EMPLOYEES. SAID ADOPTED "AGENCY FEE" SHALL CONFORM TO CHAPTERS 677 AND 678 OF THE LAWS OF 1977 OF THE STATE OF NEW YORK AND ARTICLE 14, SECTION 208 OF THE CIVIL SERVICE LAW.

Section 4. The County agrees that the Association shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208 of the Civil Service Law, subject, however, to all other provisions of said article.

Section 5. The Ulster County Community College Faculty Association hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown, upon its officers or members.

ARTICLE II

SALARIES AND WORK LOAD

Section 1. Effective September 1, 1980 all faculty members will receive a fixed dollar increase in salary which will be calculated as 8% of the total basic annual salary of the unit members divided by the number of members.

Effective September 1, 1981 and for the subsequent years of this contract, all faculty members will receive a fixed dollar increase which will be calculated as a percent of total basic annual salaries of the unit divided by the number of unit members. This percent change will be based on the percentage change of the National Consumer Price Index (published by the U.S. Bureau of Labor Statistics) during the previous twelve months ending June 30th. If the National Consumer Price Index reflects a percentage change of between 6% and 14%, the percentage increase will be 8%. This 8% will be increased by one-half of the National Consumer Price Index increase in excess of 14%, or reduced by one-half of the National Consumer Price Index increase of less than 6%. If the National Consumer Price Index increases by more than 18% in any given year during the period, the Faculty Association will have the option to reopen salary negotiations.

THIS SECTION HAS BEEN AMENDED TO READ AS FOLLOWS:

EFFECTIVE SEPTEMBER 1, 1984, ALL FACULTY MEMBERS WILL RECEIVE AN INCREASE IN THEIR INDIVIDUAL ANNUAL BASE SALARY OF 7%.

EFFECTIVE SEPTEMBER 1, 1985, ALL FACULTY MEMBERS WILL RECEIVE AN INCREASE IN THEIR INDIVIDUAL ANNUAL BASE SALARY. THE PERCENTAGE INCREASE WILL BE BASED ON THE PERCENTAGE CHANGE OF THE NATIONAL CONSUMER PRICE INDEX (PUBLISHED BY THE U.S. BUREAU OF LABOR STATISTICS) DURING THE PREVIOUS TWELVE MONTHS ENDING MAY 31st AS FOLLOWS:

NCPI CHANGE UNDER 6% - 6% INCREASE
NCPI CHANGE FROM 6% TO 8% - 7% INCREASE
NCPI CHANGE OVER 8% - 8% INCREASE

IF THE NCPI CHANGE IS GREATER THAN 10%, THEN THE FACULTY ASSOCIATION WILL HAVE THE OPTION TO REOPEN SALARY NEGOTIATIONS.

Faculty members hired on or before September 1, 1980 will receive the increases beginning September 1, 1980.

Division Chairpersons shall receive an annual stipend of $1,000 in addition to their regular teaching salary.

A sum of $3,000 for each year of the agreement is to be allocated for an increase in stipends for Division and/or Department Chairpersons. Allocation to be worked out between the Faculty Association and the administration.

A sum of $10,000 shall be made available in the second year of this contract (1981-82) for the purpose of a one time adjustment of existing inequities in individual salaries of association members. Such inequities are to be adjusted according to a plan to be drawn by the Association and approved by the College administration. If Association and administration cannot agree on a plan then the Association may request arbitration as outlined under Article V (5) of this agreement.

Section 2. Overload Rates

For intersession, summer sessions and overload beyond the regular teaching load as provided for in this agreement, the compensation rate shall be as follows:

	1980-81	1981-82	1982-84
Instructor	$300.00	$325.00	$350.00
Assistant Professor	$315.00	$340.00	$365.00
Associate Professor	$330.00	$355.00	$380.00
Professor	$345.00	$370.00	$395.00

THE RATES CONTAINED IN THIS SECTION ARE CHANGED AS FOLLOWS:

TITLE	FROM	TO
INSTRUCTOR	$350	$375
ASSISTANT PROFESSOR	$365	$390
ASSOCIATE PROFESSOR	$380	$405
PROFESSOR	$395	$420

Section 3. Teaching Load and Instruction

Faculty members shall be assigned a teaching schedule of up to 30 semester hours of lecture, or a combination of laboratory and lecture, up to 30 per academic year.

Laboratory hours will be equated on a four for three ratio (four contact hours equal three lecture hours).

Each English faculty member will have a reduced load of six hours for designated administrative responsibilities in the area of English.

The Nursing Division Chairperson and the President or his designee may grant nursing faculty an additional one hour of lab time for special instructional preparation purposes for each four hours of clinical lab.

Faculty members will upon the request of the College administration, advise up to 25 student advisees without additional compensation. If requested to advise in excess of 25 students, a faculty member will have his/her workload reduced or be paid overload as follows:

25 - 34 advisees - ½ semester hour
35 - 44 advisees - 1 semester hour
45 - 54 advisees - 1½ semester hours
55 - 64 advisees - 2 semester hours
65 - 74 advisees - 2½ semester hours
In excess of 74 advisees - 3 semester hours

Section 4. Minimum Salaries

Minimum starting salaries within rank shall be as follows:

Instructor	$13,000.00
Assistant Professor	$15,000.00
Associate Professor	$17,000.00
Professor	$19,000.00

THE SALARIES CONTAINED IN THIS ARTICLE ARE CHANGED TO THE FOLLOWING AMOUNTS:

INSTRUCTOR	$15,000.00
ASSISTANT PROFESSOR	$17,000.00
ASSOCIATE PROFESSOR	$19,000.00
PROFESSOR	$21,000.00

Article III

PROFESSIONAL DEVELOPMENT LEAVE

The employer will provide a fund during each year of this contract for professional leave. Past practice regarding substitute instructors to continue. All such leaves must have the approval of the President of the College or his designee. The fund is to be as follows:

1980 - 81	$7,500.00
1981 - 82	8,000.00
1982 - 83	8,500.00
1983 - 84	9,000.00

Reimbursement for allowable expenses upon return from professional travel will be at the rates shown below.

1. Use of private vehicle (when College vehicle is unavailable) - the maximum reimbursement allowed by the Internal Revenue Service.

2. Meals:

Breakfast	- $3.00
Lunch	- 4.00
Dinner	- 8.00

3. Lodging - at a rate approved in advance by the President or his designee based on prevailing rates of individual conference.

Departures from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Faculty.

One year leaves of absence for professional development shall be granted when approved without pay. Each faculty member on leave is guaranteed his/her seniority and position upon return to Ulster County Community College. No benefits shall accrue to a faculty member while he is on a leave. All leaves shall be subject to the approval of the Board of Trustees.

Article III has been amended and divided into three sections as follows:

Section 1. Professional Travel

The employer will provide a fund during each year of this contract for professional travel. Past practice regarding substitute instructors to continue. All such travel must have the approval of the President of the College or his designee. The fund is to be as follows:

1980 - 81	$7,500.00
1981 - 82	8,000.00
1982 - 83	8,500.00
1983 - 84	9,000.00

THE PROFESSIONAL DEVELOPMENT LEAVE FUND AMOUNTS IN THIS ARTICLE ARE FIXED IN THE FOLLOWING AMOUNTS FOR THE YEARS INDICATED:

1984 - 85	$ 9,500.00
1985 - 86	10,000.00
1986 - 87	10,500.00

Reimbursement for allowable expenses upon return from professional travel will be at the rates shown below.

1. Use of private vehicle (when College vehicle is unavailable) - the maximum reimbursement allowed by the Internal Revenue Service.

2. Meals:

Breakfast	-	$3.00
Lunch	-	4.00
Dinner	-	8.00

3. Lodging - at a rate approved in advance by the President or his designee based on prevailing rates of individual conference.

Departure from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Faculty.

Section 2. Professional Development Leave

One year leaves of absence for professional development shall be granted without pay. Each faculty member on leave is guaranteed his or her seniority and position upon return to Ulster County Community College. Faculty members will continue to accrue salary increases while on leave; however, no other benefits shall accrue to a faculty member while on such leave. All leaves shall be subject to the approval of the Board of Trustees of Ulster County Community College.

Section 3. Other Leaves

Leaves of absence for other than professional development may be granted by the Board of Trustees of the College. Each faculty member on leave is guaranteed his or her seniority and position upon return to Ulster County Community College. No salary increases or benefits shall accrue to a faculty member while on such leave, except those individuals who are granted a medical leave will have their salary adjusted upon their return to full-time status in accordance with salary increases given to other members of the bargaining unit.

ARTICLE IV

OTHER BENEFITS

Section 1. Life Insurance

The employer shall provide, without cost to the faculty members, group life insurance protection, providing payment to the faculty member's designated beneficiary an amount equal to two times his/her annual salary. Provided the approval of the carrier can be obtained, faculty members will be allowed to purchase, through payroll deduction, additional amounts of group life insurance.

Section 2. Liability Protection

The employer will provide, without cost to faculty members, a minimum of $1,000,000.00 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of the position on or off campus.

Section 3. Retirement Programs

A faculty member must join the New York State Employees' Retirement System, the New York State Teachers' Retirement System, or the Teachers' Insurance Annuity Association. The employer agrees to make full contribution at the present rate, as required by law.

Section 4. Health Insurance

The employer shall continue to participate in a health insurance program providing coverage at least equal to Statewide or G.H.I. health insurance programs, paying the full cost of premiums for the faculty members. The employer will pay ninety percent (90%) of the cost for dependent coverage for the first two years (1980-82) and the full cost (100%) of dependent coverage for the remainder of the contract (1982-87). If any other unit of County employees receive 100% of dependent coverage cost paid by the County prior to September 1, 1982, faculty members will receive the same benefit at that earlier date. THE COUNTY AGREES TO REOPEN NEGOTIATIONS FOR A "FLEXIBLE BENEFIT PLAN" FOR HEALTH, DENTAL, LIFE OR OTHER INSURANCE DURING THE CONTRACT PERIOD.

Section 5. Sick Leave and Sick Leave Bank

Faculty shall earn sick leave at a rate of twelve (12) days per academic year. Sick leave shall be credited at the beginning of each academic year with accumulation up to 165 days, and each faculty member will be given a statement with his/her first paycheck of the year indicating the current number of days accumulated in his/her account. A doctor's certificate may be required after five (5) days absence, by the administration.

Each faculty member may contribute two (2) days from his sick leave accumulation reserve at the end of his/her first three (3) years of service at Ulster County Community College, and the employer will contribute one (1) day, for a total of three (3) days per faculty member per year, a total of nine (9) days for the three year period. These days will be placed in a "sick leave bank" which shall be established to aid faculty members who suffer prolonged illness and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of 500 days.

A faculty member with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after his own accumulation has been exhausted.

A faculty member with more than three (3) years of service at the College may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the bank after his own accumulation has been exhausted.

Faculty members with more than three (3) years of service in the community college are entitled to contribute up to three (3) days of their sick leave during each year of this contract toward the sick leave bank. Only faculty members who have contributed to the sick leave bank shall be entitled to draw therefrom.

The Association will encourage qualified faculty members to cover a colleague's classes in the event of the latter's absence through illness. When a faculty member agrees to "cover" a colleague's classes in the event of the latter's absence through illness, sick leave will be credited to the substitute's individual account in the bank in proportion to the classes taught. For the purpose of computing the number of days to be credited, three (3) class hours "covered" shall equal one day's credit.

The executive committee of the Faculty Association and the Dean of Faculty will assist in the administration of this "sick leave bank."

Forty-five percent (45%) (sixty percent (60%) for faculty members employed prior to the ratification of this contract) of unused sick leave may be converted into cash payments at the time of termination of service due to death, retrenchment, or voluntary termination of service under any of the following conditions:

1. Having reached age 55.

2. Having had 20 years of full time equivalent service with the College.

3. Having reached an age, which when added to his/her full time equivalent years of service totals at least 65.

In lieu of cash payment, all or any portion of the amount stipulated above may be used for the payment of health insurance premiums. Unused sick leave may not exceed a faculty member's maximum accumulated sick leave.

Section 6. Personal Leave

Faculty members shall be entitled to five (5) days personal leave without loss of pay during each ten-month academic year. Notification of intended use of personal leave must be received by the Dean of Faculty within 48 hours in advance of leave time except in case of emergency.

Section 7. Maternity Leave

A. Maternity leaves shall be granted by the President of the College for a period not to exceed one academic year. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

B. Such leave shall be without pay. Sick leave shall not be granted for maternity purposes.

C. A pregnant faculty member shall be permitted to continue employment provided that, at the request of the President of the College, she may be required, after the fourth month of pregnancy, to submit a monthly statement from her attending physician indicating her physical capabilities of performing all the duties of her position.

D. A faculty member on maternity leave shall be permitted to terminate her leave at any time after confinement provided that she produces a statement from her attending physician indicating her physical capability to perform all the duties of her position.

E. Except in cases when it would be impossible to do so, the faculty member may be expected to give 30 days notice of departure or return.

Section 8. Jury Duty and Court Appearances

Any faculty member scheduled for jury duty, or for whom it is necessary to appear as a witness in Court or at a hearing before a governmental agency, shall be excused from his professional responsibilities, without loss of pay, to allow such participation. Any compensation received during this period of excused civil service shall be remitted to the College by the faculty member.

Section 9. Promotion Procedure

The Dean of Faculty will submit his recommendations to the President of the College who will then submit his recommendations to the Board of Trustees for their approval or disapproval.

If the President of the College or the Board of Trustees fail to approve a promotion, the appropriate party shall supply the individual with a written justification for this action.

The President may make up to a maximum of five promotions each year during the term of this agreement. In addition, merit promotions may be recommended by the President.

THIS ARTICLE HAS BEEN AMENDED AS FOLLOWS: THE MAXIMUM NUMBER OF PROMOTIONS ALLOWED TO THE PRESIDENT EACH YEAR HAS BEEN CHANGED FROM FIVE UNDER THE EXISTING CONTRACT TO A MAXIMUM OF SIX PROMOTIONS DURING THE 1984-85 CALENDAR YEAR; CHANGED TO A MAXIMUM OF SEVEN PROMOTIONS DURING THE 1985-86 CALENDAR YEAR; AND CHANGED TO A MAXIMUM OF EIGHT PROMOTIONS DURING THE 1986-87 CALENDAR YEAR.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

	1980-82	1982-84
Instructor to Assistant Professor	$600.00	$700.00
Assistant Professor to Associate Professor	$700.00	$800.00
Associate Professor to Professor	$800.00	$900.00

Section 10. Sabbatical Leave

Provided an adequate number of candidates meet the duly established criteria, three faculty members shall be granted sabbatical leave in each year of this contract.

Section 11. Payment during Sabbatical Leave

1. Half (½) salary for one full year or full salary for half (½) year.

2. Negotiated increases shall accrue during leave.

Section 12. Long Term Disability

The employer will provide $9,225.00 for the first year of this agreement; this amount will be increased each succeeding year by the percentage change in the CPI (minimum of 4%, maximum of 8%), but is not to exceed the total premium cost thereof. The vendor for this insurance will be selected by the Association, and will not be changed during the term of this agreement.

Section 13. Termination Due to Budget or Program Curtailment

The services of any members of the faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall consult with the appropriate division chairperson and department chairperson and two officers of the Faculty Association concerning the policy to be followed in the reduction of staff and in cases where reduction of staff is necessary, the faculty member involved shall receive notice as far in advance as possible.

Section 14. Academic Freedom

As a member of his community, the professor has the rights and obligations of any citizen. He/she measures the urgency of these obligations in the light of his/her responsibilities as a citizen engaged in a profession that depends upon freedom for its health and integrity. The professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Section 15. Academic Calendar

Copies of all proposed academic calendars for each year shall be submitted to the Ulster County Community College Faculty Association for its recommendation at least one month prior to the date when the final calendar is to be selected.

Section 16. Class Size

Maximum class size shall be recommended to the President by the Dean of Faculty after consulting with Division Chairperson, Department Chairperson, and the Faculty Association.

Section 17. Course Preparations

There shall be a maximum of three preparations per semester. More assignments than three will require mutual agreement between the instructor and the administration.

Section 18. Service on College Committees

Service on college committees by faculty members will be voluntary. The Faculty Association agrees that it will encourage service on such committees by its membership.

Section 19. Summer School Contract Protections

The tentative summer school schedule of course offerings and staffing shall be published by April 1st. Final assignments will be made subject to enrollment after registration.

Section 20. Access to Personnel Files

There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the faculty member. Confidential reference letters contained in the file will not be reviewed by a faculty member. The faculty member shall have the right to photocopy at his own expense the contents of his file, except confidential reference letters. The personnel file shall not leave the custody of the college administration.

Section 21. Selection of Division Chairpersons and Election of Department Chairpersons

Division Chairpersons will be selected by the President of the College but Association representatives will be consulted prior to such selection. If a person is brought in from outside, the faculty in the division will also be consulted.

Department Chairpersons will be elected by a procedure devised by the President. It is agreed that the normal term for Division Chairpersons and Department Chairpersons shall be for a period of two (2) years. A period of other than two (2) years must have the approval of the Faculty Association.

Section 22. Office Space & Equipment

The President of Ulster County Community College Faculty Association will be provided with office space. The Ulster County Community College Faculty Association will bear the expense of phone installation and maintenance.

Section 23. Meeting Time and Use of Facilities

The Faculty Association will be granted one meeting a month to be scheduled on the College calendar. A room will be provided by the College to hold such meetings. Additional meetings at the College must have the approval of the President or his designee. Such meetings do not excuse faculty members from their normal scheduled duties. The College will provide the Faculty Association with a bulletin board, reasonable use of the College mail service and use of duplicating machines and typewriters when not in use, and subject to the approval of the Dean of Administration.

Section 24. Access to Information

The President of the College shall make available to the Ulster County Community College Faculty Association, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement which are reasonably and normally considered public.

Section 25. Evaluation Procedures

A. The right to develop faculty evaluation procedures shall continue to be reserved to the President of the College subject to approval by the Board of Trustees.

However, before any change in such procedures is finally implemented or new procedures finally adopted, the Association will be informed in writing of such change. The Association may within twenty (20) days of receipt of such notice request a meeting with the President to present its reaction. If the Association is dissatisfied with the outcome of such meeting, it may submit (in writing) its position to the Board of Trustees.

B. Once adopted, such procedures will be applied in an equitable manner and will provide a minimum of two (2) written evaluations during each full academic year for probationary faculty members and provide some form of faculty involvement.

C. Alleged application of such procedures in an arbitrary or capricious manner may be processed through the grievance procedure in Article V of this agreement. No arbitration award resultant from this provision shall have the effect of granting continuing appointment to any faculty member who would not otherwise be recommended for continuing appointment.

D. The final decision to recommend that a faculty member not be granted continuing appointment shall not be grievable. However, if said decision is made during the final year of the probationary period, the faculty member so affected will be granted upon request, a review of the decision in person before the Board of Trustees and may elect to be represented by the Association.

Section 26. Dental Insurance

Should dental insurance be provided to any other group of employees of the County during the duration of this contract, then comparable dental coverage shall be immediately be made available to the members of the Association at the same premium cost allocation.

ARTICLE V

GRIEVANCE PROCEDURE

1. Purpose - it is the policy of the College and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions - (a) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application. (b) A "Teacher" is any person in the unit covered by this agreement. (c) An "Aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

3. Submission of grievance - (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing on a form approved by the College and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Dean of Faculty. The Association may submit any grievance.

4. Grievance Procedure

(a) The Dean of Faculty shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Dean of Faculty or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President.

(b) The President or his designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of their position with respect to it no later than two weeks after it is received by the President.

(c) In the event the Association is not satisfied with the determination with respect to a grievance in 4 (b), it may, within fifteen (15) days after receiving the determination, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the President.

5. (a) Upon receipt of the names of the proposed arbitrators, a designee of the President and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties.

(c) The cost of all proceedings, including arbitration, will be borne equally by the College and the Association.

(d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, unless otherwise permitted by law.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Subject to the provisions of Chapter 392 of the Laws of 1967, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

Section 2. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

Section 4. Ulster County Community College is an equal opportunity employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, handicap, or national origin in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

Section 5. The following items are to be worked out between the Association and the administration of the College for each year of this contract:

1. Teaching loads for division chairpersons, department chairpersons, and for special projects.

2. Teaching load reductions for supervising cooperative education programs.

3. Additional remuneration for teaching at correction facilities.

4. Remuneration for travel time to off-campus teaching centers.

ARTICLE VII

TUITION WAIVER

Tuition for courses offered by Ulster County Community College will be waived for all persons covered by this agreement, as governed by the college handbook.

SIGNATURE PAGE

Original Contract - September 1, 1980 to August 31, 1984

Dated: 16th day of Sept 1980.

For the County of Ulster:

Thomas W Roach Jr

For the Faculty Association

A Stephen Lausen

Addendum - September 1, 1981

Dated: February 25, 1982

For the County of Ulster

Thomas W Roach Jr

For the Faculty Association

Kurt P Reich

Amendment - September 1, 1984 to August 31, 1987

DATED: Dec 30 1987

For the County of Ulster

Thomas W Roach Jr

Thomas W. Roach, Chairman
Ulster County Legislature

For the Faculty Association

David L Lyons

RESOLUTION NO. 471. SEPTEMBER 18, 1980

AUTHORIZING AGREEMENT BETWEEN COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION FOR THE PERIOD SEPTEMBER 1, 1980 TO AUGUST 31, 1984.

LEGISLATOR ROACH offers the following:

WHEREAS, the Chairman of the Ulster County Legislature has met with representatives of the Ulster County Community College Faculty Association for the purpose of negotiating a collective bargaining agreement, and

WHEREAS, an agreement has been reached for the period September 1, 1980 through August 31, 1984,

RESOLVED, that the County of Ulster enter into final agreement with the Ulster County Community College Faculty Association as on file with the Clerk of the Ulster County Legislature, and

FURTHER RESOLVED, that the Chairman of the Legislature is authorized to execute such agreement on behalf of the County,

and moves its adoption.

ADOPTED BY THE FOLLOWING VOTE:

AYES - 31 NOES - 0

Legislator Fall absent.
Legislator McCord absent.

FINANCIAL IMPACT:

NONE

ULSTER COUNTY } ss.:
LEGISLATURE }

I have compared the preceding Resolution, adopted September 18, 1980 at the regular monthly session with the original thereof, on file in this office and do hereby CERTIFY that the same is a correct transcript thereof, and of the whole of said original Resolution.

WITNESS my hand and seal of the Ulster County Legislature, at the City of Kingston, Ulster County, New York, this 19 day of September in the year one thousand nine hundred 80.

Deputy Clerk of the Ulster County Legislature

RESOLUTION NO. 447 DECEMBER 20, 1983

AUTHORIZING AGREEMENT BETWEEN COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION FOR THE PERIOD SEPTEMBER 1, 1984 to AUGUST 31, 1987.

LEGISLATOR ROACH offers the following:

WHEREAS, the Chairman of the Ulster County Legislature has met with representatives of the Ulster County Community College Faculty Association for the purpose of negotiating a collective bargaining agreement, and

WHEREAS, an agreement has been reached for the period September 1, 1984 through August 31, 1987.

RESOLVED, that the County of Ulster enter into final agreement with the Ulster County Community College Faculty Association as on file with the Clerk of the Ulster County Legislature, and

FURTHER RESOLVED, that the Chairman of the Legislature is authorized to execute such agreement on behalf of the County,

and moves its adoption.

ADOPTED BY THE FOLLOWING VOTE:

AYES - 30

NOES - 1
Legislator Petro

Legislator Benjamin - absent
Legislator Higley - absent

FINANCIAL IMPACT:

NONE

SUPPLEMENTAL AGREEMENT BETWEEN

THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

AND

THE ULSTER COUNTY COMMUNITY COLLEGE ADMINISTRATION

1986/87 ACADEMIC YEAR

Pursuant to the provisions of Article VI, Section 5 of the Employment Agreement 1984-87, between the County of Ulster and the Ulster County Community College Faculty Association, the Association and Administration of the College agree to the following provisions:

I. The teaching load and/or stipend for Division and Department Chairpersons will be as follows for the 1986/87 academic year:

Position	Teaching Load up to (semester hours)	Reduced Load
Division of Mathematics, Science and Technology		
Chairperson	3	27[1]
Department Chairpersons		
Engineering Technologies	22.50	7.50[2]
Data Processing/Computer Science	18	12[3]
Mathematics	30	0
Physical Sciences	24	6
Biology	24	6

FOOTNOTES:

[1] The Division Chairperson will also be responsible for the Mathematics program.

[2] An additional six hours of reduced load will be provided to the Department. The assignment to members will be made by the Dean of Instruction after consultation with the Division Chairperson.

[3] An additional eight hours of reduced load will be provided to the Department. The assignment to members will be made by the Dean of Instruction after consultation with the Division Chairperson.

Position	Teaching Load up to (semester hours)	Reduced Load
Division of Business and Human Resources		
Chairperson	3	27
Department Chairpersons		
Physical Education/Recreation Leadership	24	6
Eastern Correctional Liaison (Recreation Aide)	28.5	1.5
Water Quality Monitoring	24	6
Business Administration, Retailing and Public Administration	21	9
Secretarial Programs & Accounting	21	9
Community Service Assistant	27	3
Division of Humanities and Social Science		
Chairperson	3	27
Department Chairpersons		
Communications and Media Arts	30	0[4]
Visual Arts and Coordination of Muroff-Kotler Art Gallery	18	12
English and Philosophy	15	9
Music	27	3
Foreign Language	30	0[5]
Social Science	21	9
Criminal Justice	27	3

FOOTNOTES:

[4] The Division Chairperson will also be responsible for the Department of Communications and Media Arts.

[5] This program will be coordinated at no reduced load.

Position	Teaching Load up to (semester hours)	Reduced Load
Division of Humanities and Social Science (Continued)		
Department Chairpersons		
History	30	0[6]
Honors Program	18	6[7]
Division of Nursing		
Chairperson	3	27
Special Positions		
Coordinator of Special Projects	9	21
Coordinator of Community Music (vocal)	27	3
Coordinator of Community Music (instrumental)	27	3
Coordinator of College Theater	27	3
Coordinator of Computer Program M*U*S*I*C*	24	6[8]
Coordinator of Individual Studies Program	18	6[9]

FOOTNOTES:

[6] This program will be coordinated at no reduced load.

[7] This is a 6.0 hour reduction from the regular 24.00 hour English faculty load.

[8] An additional three hours of load reduction has been assigned for the academic year 1986/87 to investigate the feasibility of using the PANEL facility available with M*U*S*I*C.

[9] A one-year project to work on improving the Individual Studies Program. Specifics of the requirements of the assigned will be contained in a letter from the Dean of Instruction to the individual faculty member.

II. Faculty supervising cooperative education activities will be credited with one semester hour for every twenty hours of supervision.

III. Full-time faculty teaching in correctional institutions are to be granted a stipend of $100 for each lecture hour and $75 for each lab hour for 1985/86.[10]

IV. In addition to the travel payments provided for in Article III of the Agreement, faculty who are required to travel to a location other than the Stone Ridge campus will be paid $0.17 per mile for each mile traveled beyond their normal travel distance to the Stone Ridge campus for 1985/86.

V. The faculty with responsibility for part-time faculty will receive a stipend according to the provision of Article II, Section 1, Part II of the Agreement. This is not to exceed $3,000.

FOOTNOTES:

[10] During the academic year 1986/87 a special committee will be formed to study a revision of this schedule. A recommendation will be made to the President no later than March 1, 1987.

Dated: July 10, 1986

Robert T. Brown, President
Ulster County Community College

Dated: July 11, 1986

Donald L. Terpening, President
Ulster County Community College
Faculty Association

AGREEMENT

BETWEEN

THE COUNTY OF WESTCHESTER

AND

THE WESTCHESTER COMMUNITY COLLEGE FEDERATION

OF TEACHERS

SEPTEMBER 1, 1985 - AUGUST 31, 1988

1409

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AGREEMENT

AGREEMENT made the ____ day of _____, by and between THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, with offices in the County Office Building, White Plains, New York, hereinafter designated as the "COUNTY" and LOCAL 2431, WESTCHESTER COMMUNITY COLLEGE FEDERATION OF TEACHERS, NEW YORK STATE UNITED TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, an unincorporated association having an office at 75 Grasslands Road, Valhalla, New York, hereinafter designated as the "UNION".

SECTION ONE - THE AGREEMENT

1.1 Definitions: As used herein, the following terms shall have these meanings:

"County" means the County of Westchester.
"College" means Westchester Community College.
"Department" in addition to the instructional departments, also includes Instructional and Learning Resources and Student Personnel Services which shall here be considered as Departments.
"Union" means Local 2431, Westchester Community College Federation of Teachers, New York State United Teachers, American Federation of Teachers, AFL-CIO.
"Representative" or "Union Representative" means an authorized representative of the Union as provided in paragraph 2.5.
"President" means the President of the Westchester Community College.
"Employee" or "Faculty Member" means a member of the negotiating unit defined in paragraph 1.3 a. below.
"Trustees" means the Board of Trustees of the Westchester Community College.
"Permanent Staff" means any faculty member who has been awarded tenure.

1.2 Recognition: Based upon the certification in Case No. 003-68, Appendix A, issued by the Westchester County Public Employment Relations Board on March 14, 1969, the County recognizes the Union as the exclusive representative of the employees in the appropriate unit defined in 1.3a.below for a maximum period permitted by law.

1.3 Appropriate Unit:

a. The appropriate employer-employee negotiating unit to which this Agreement applies consists of all full-time and regular part-time professional staff employees, including supporting professional employees, who are employed by the County of Westchester at Westchester Community College.

b. The Union shall be notified of all new titles created for use at Westchester Community College.

1.4 Duration: This Agreement shall be effective from September 1, 1982 until August 31, 1985 inclusive. Negotiations for extending or modifying this Agreement shall commence during the first week of March 1985.

1.5 Priority of Agreement:

a. Where the provisions of this Agreement are in conflict with County or College policy, this Agreement shall govern, except as provided by law.

b. Nothing contained herein shall be construed to deny or restrict, with respect to any faculty member, any rights they may have under the New York State Education or Civil Service laws or any other applicable laws and regulations. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere.

1.6 Maintenance of Standards: Rates of pay, standards for hours of work, and conditions of employment in effect prior to this Agreement and not covered by this Agreement shall not be diminished without "good cause" during the term of this Agreement.

If the parties are unable to agree upon "good cause" or whether a diminishing of standards has occurred, it shall be determined by the grievance procedure contained herein.

1.7 Effect of Agreement: Items discussed during the negotiations leading to this Agreement will not be reopened during the life of this Agreement unless mutually agreeable (but this does not imply any obligation on either party to entertain or discuss a proposal with respect to such reopening), except that if any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

1.8 Ratification:

a. No final agreement shall be executed without ratification by the Union and the County.

b. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION TWO - UNION STATUS AND RIGHTS

2.1 Right of Organization: Faculty members shall have the right to join and participate in the Union for the purposes of this Agreement.

2.2 Dues Deduction/Agency Shop:

a. Subject to reasonable procedural requirements, the County agrees to deduct membership dues, service charges and/or employee insurance premiums of the Union from the salary payments as authorized in writing, revocable at least annually, by individual faculty members and the Union and to forward such payments to the Union, along with a list showing the names of members and the amount being deducted from their salary, to the extent that normal computer operations permit.

b. All employees in the appropriate negotiating unit, as defined by Section 1.3, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such employees.

c. The service charge for appropriate negotiating unit employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full-time or part-time category appropriate to the status of the employee.

d. The Employer shall deduct the service charge from non-union member employees and transmit the sums so deducted to the Union at the same time and in the same manner as dues deducted from the Union members.

e. The Union shall notify the Employer annually the amount of annual dues.

2.3 Right of Consultation: The President or his designee agrees to meet at mutually convenient times and at least monthly, if requested, with representatives of the Union for the purpose of discussing matters related to administration of the Agreement. Requests for such meetings shall be made at least one week in advance, where possible, and shall include the proposed agenda. Such meetings shall not limit the right of the President to meet with any group on professional matters.

2.4 Non-Discrimination:

a. The County and the Union will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of membership in the Union, participating in any activities of the Union, including collective negotiations with the County, or institution in good faith of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

b. This Agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious, or unjustly discriminatory; without regard to race, creed, color, national origin, age, sex or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications; and without regard to the exercise of the rights of political expression protected by law, when acting in a private capacity as a citizen.

c. Faculty members are free to join or to refrain from joining any employee organization.

2.5 Union Administration Time:

a. Subject to approval by the College President, the Union President and the authorized representatives of the Union shall have class schedules aligned to facilitate the transaction of official Union business directly related to the administration of this Agreement on College property at times that shall not in any manner interfere with or interrupt College operations or the individual College duties and responsibilities of such representatives. Such alignment shall include a reduction of a total of nine (9) contact hours per semester from normal instructional time without loss of compensation, apportioned by the Union with adequate prior notice to the Administration except a reduction of a total of twelve (12) hours shall be effected during the Fall semester of the third year of the contract and a reduction of a total of fifteen (15) hours shall be effected during the Spring semester of the third year of the contract. Any one individual may not receive a reduction of more than fifteen (15) hours per year.

b. When an employee who works on other than a contact hour basis is authorized by the Union to have a reduced workload for the purposes as stated in 2.5 (a) above, such workload shall be reduced in the same proportion as faculty members whose work is measured by contact hours.

c. By May 15 and November 1 in each year, the Union shall certify, in writing, to the College, the names of such authorized representatives for the forthcoming semester, and the areas in which their representation is effective. Whenever changes in such representation and/or in the distribution in the above reductions in contact hours are necessary, the Union shall notify the College in writing. Pursuant to Section 2.5 (a and b) above, the College shall effect such changes as soon as feasible.

2.6 College Facilities: Subject to College rules and regulations of general applicability, the Union and its authorized representatives shall have the right to use College meeting facilities and have access to College typewriters and duplicating equipment. The Union shall pay the College for all costs incidental to such use, e.g., paper, stencils, dittomasters. Wherever there is a breakdown of such equipment clearly attributable to its abuse by Union representatives, the Union shall reimburse the College for necessary repairs.

2.7 Meetings:

The first Common Hour in each month will be reserved ro Union meetings without any conflicting meetings or responsibilities. If registration is scheduled for the first common hour the next week's will be reserved for Union meetings. The union may schedule meetings at other times and with prior notice, provided there is no conflict in the use of facilities with the normal college schedules and responsibilities of those who attend.

2.8 Bulletin Boards and Communications:

a. The Union shall have the right to post notices of its legitimate activities on Union bulletin boards located in existing faculty lounges and faculty dining areas. Additional bulletin board space may be used for posting union notices in faculty mailing areas. The Union may use the College inter-office mail service and mail boxes for distribution of communication materials to faculty members.

b. No communication so posted or mailed within College premises shall tend to impugn the good name, justly or unjustly, of any person or group. Prior censorship, or limitation on normal controversy within common standards of good taste and courtesy is not hereby intended.

c. A communication which does not make clear on its face that it has been issued by the Union shall not be entitled to the priviliges of Section 2.6 or 2.8. The Union's name shall appear on the face of the communication.

SECTION THREE - PROFESSIONAL STATUS AND RIGHTS

3.1 General Qualifications: The following qualifications are a guide to normal quantative requirements for the several ranks. Appointment or reappointment at or promotion to the rank for which qualifications are held, substitution of appropriate technical, scientific or professional experience in the field, variance from the quantitative criteria shall be an administrative decision. In making such decisions the President shall consider the recommendations of the faculty (as provided in 3.10 below) but shall be charged with sole responsibility for any such decision. Should the President's decision differ from the faculty recommendation, the President's reason shall be deemed to mean academic reasons set forth in such detail as shall make clear the basis for the judgment of the President in differing from the faculty, provided the employee may request such reasons be kept private. No recourse shall be available to the employee or the Union under the contract with regard to such decision or reasons except as is available under Section 2.4. If this right to grieve is exercised the grievance shall commence at Step 3.

3.2 Professor: Doctor's degree, a professional degree or diploma, or a Master's degree. A minimum of 200 semester hours of college credit, including not less than 60 semester hours of college credit on the graduate level, 30 of which must be in the field of specialization. The Professional Engineer's License, Certified Public Accountant, and Registered Architect, etc. shall be evaluated in accordance with the standards of the State Education Department.

Eight (8) years of related professional experience, some of which must be successful teaching, counseling or librarianship on the college level.

3.3 Associate Professor: Professional degree or diploma, or a Master's degree, or a Bachelor's degree. A minimum of 180 semester hours of college credit - not less than 30 of which must be graduate credit in the field of specialization.

Six (6) years of related professional experience, some of which must be successful teaching, counseling or librarianship on the college level.

3.4 Assistant Professor: Master's degree or a Bachelor's degree. A minimum of 150 semester hours of college credit.

Three (3) years of related professional experience.

3.5 Instructor: Bachelor's degree.

3.6 Promotion:

a. Promotion of Instructor: When an Instructor has satisfactorily completed his probationary period and receives a tenured appointment he shall be automatically promoted to Assistant Professor to the nearest higher salary step in the Assistant Professor rank, provided required academic preparation as provided in 3.4 above has been completed.

b. Promotion of Assistant Professor and Associate Professor: In making promotional decisions, the College will consider years of experience, educational qualifications and College, professional, and community service.

3.7 Tenure:

a. "Tenure" shall mean the right of a person to hold his position during good behavior and efficient and competent service and not to be removed therefrom except for cause in the manner hereinafter provided.

b. All members of the permanent staff to whom this Agreement applies shall have tenure.

c. The permanent staff shall consist of all faculty members employed on an annual salary basis, who having served in a position of academic rank (including Program Specialists, Assistant Registrar and Coordinator of Student Health Services) at Westchester Community College on an annual salary for five (5) full years continuously, have been or shall be reappointed for a sixth (6) full year. For persons appointed on or after September 1, 1977, membership in the permanent staff shall be attained when one has been appointed on an annual salary basis for five (5) full years continuously and is reappointed for a sixth (6) full year. Persons appointed initially to the rank of Professor, Associate Professor, or Assistant Professor may, however, be placed on the permanent staff by the President in his discretion after one (1) year of satisfactory service subject to the provisions of Section 3.1. The College shall provide two (2) calendar weeks' notice, if possible, to the Union, the appropriate departmental committee, and the Central Committee, with regard to potential decisions to grant tenure in under five (5) years. The College shall consult with the tenured members of the department, prior to effecting such decision.

d. Where the service of a faculty member is interrupted by reason of absence because of leave duly granted by the Board of Trustees, the period of creditable service immediately preceding such absence shall be counted in computing the five (5) full years of service required, provided the member returns upon completion of such leave without further interruption of service.

e. Nothing contained herein shall be construed as conferring or permitting tenure, or service credit toward the achievement of tenure, in positions outside the negotiating unit held by faculty members. Appointments to or removal from such positions shall not deprive the person, so appointed or removed, of tenure in the highest position on the permanent staff held with tenure prior to his appointment to such office or conjointly with such office, nor shall such appointment or holding of such position or the removal from such position deprive any person of prior service credit toward the achievement of tenure under the provisions of this section. Persons who return to the Unit from a non-Unit position at the College shall serve a one (1) year probation at the rank held prior to leaving the Unit.

f. Neither tenure as conferred through the operation of this section nor the period requisite for the achievement of tenure shall be affected by promotion or change of title, except that a person upon whom tenure is conferred through the operation of this section and who may be promoted, or whose title may be changed,

shall have tenure in his new position provided such position is within the unit defined in Section 1.3 a. above. Nothing herein contained shall be construed to prevent the President from assigning any person having tenure to any appropriate position on the staff, but no such assignment shall carry with it a reduction in rank or a reduction in salary other than the elimination of any additional emolument provided for administrative positions.

g. A position held by a person upon whom tenure has been conferred through the operation of this section may be abolished or discontinued for reasons which are not discriminatory against a particular person or persons. Prior to abolishing or discontinuing a position hereunder, the Union shall be given two (2) weeks notice and the College will consult with the Union upon request. In the event that a position held by a person so tenured in a department is to be abolished or discontinued, such position shall be that of the so tenured person last appointed to such department, save that, for special educational reasons which are not discriminatory against a particular person or persons, the President may continue the services of a person or persons, so tenured whose position or positions would otherwise be abolished or discontinued, and abolish or discontinue the position or positions of the person or persons so tenured next most recently appointed to such department; provided, however, that all persons of any grade, including adjunct faculty, in such department upon whom tenure is not conferred by the operation of this section shall be dismissed before the position of any other person in such department is abolished or discontinued.

h. If the President abolishes or discontinues the position of a person upon whom tenure is conferred through the operation of this section and can find no position in the College which can be efficiently and capably filled by such person, then his name shall be placed and shall remain for three (3) years on a preferred eligible list of candidates for reappointment to fill a vacancy that may thereafter occur in a position which can be efficiently and capably filled by such person or to fill a newly created position which can be efficiently and capably filled by such person. Reappointment to such position shall be in inverse order based on the length of time the names of such persons shall have been on such preferred eligible list. Any person reappointed from a preferred eligible list shall be reappointed at the scale step held by him when his position was abolished or discontinued. Any person whose name is on a preferred eligible list as hereinbefore provided shall, for the purpose of maintaining his retirement system status, be deemed to be on leave of absence without pay.

i. Persons having tenure under the provisions of this section shall not be removed or suspended from the permanent staff unless the following procedure is followed:

1. Written charges are served under one or more of the following reasons:

a) Incompetent service
b) Neglect of duty
c) Conduct unbecoming a member of the staff. This provision shall not be so interpreted as to constitute interference with academic freedom as defined in 3.13.

2. Removal or suspension of a person on tenure may be taken up as a grievance directly at Step 2 of the grievance procedure provided under this Agreement.

3.8 Due Notice of Non-Reappointment: Unless written notice of non-reappointment is given no later than March 15th of the individual's first academic year, his appointment shall be considered renewed for another academic year. Written notice of non-renewal of appointment must be given no later than December 15th of ensuing years or the appointment shall be considered renewed for another academic year. The granting of the sixth (6th) appointment constitutes the award of tenure.

3.9 Part-time Instruction:

a. After full-time faculty assignments have been completed pursuant to the provisions of Section 4.3 a., faculty shall be assigned remaining courses as provided below.

b. Priority listing of faculty members who wish to teach on a part-time basis will be drawn up as discipline lists by Associate Deans with departmental recommendations. Such lists will be available to faculty members.

1. An individual can be on one priority list only.

2. Where no courses are offered in his/her discipline, one may apply to the appropriate Associate Dean to have one's name put on a list.

c. Course - sections will be assigned only after the appropriate administrative officer has decided on which course - sections will be given on the basis of enrollment figures in the various classes. Sections shall be assigned taking into account the qualifications of the instructor with respect to the subject/course to be taught. In case the qualifications of a faculty member are in question, the recommendation of the Departmental Committee and the Department Chairperson will be sought.

d. Adjunct Teaching

Assignment of courses will be made, one course at a time, going down the list, and if courses remain, a second course may be assigned, again following the order as specified in 3.9f below.

1. No more than four courses, or a total of 20 contact hours, whichever is greater, over both the Fall and Spring semesters, will be assigned to an individual on a part-time basis, but normally not more than 10 per semester.

2. With regard to summer session courses, assignment of courses will be made one course at a time, going down through categories a, b, and c on the list. If courses remain, a second course may be assigned following the order specified in the priority list in 3.9f below. All summer sessions will be counted as one semester.

3. In the event that additional sections still remain to be assigned, new or adjunct faculty with less than ten (10) semesters may be assigned those course sections.

e. A limited number of exceptions to this procedure may be necessary due to special circumstances, subject to written notice to the Union of the reasons for the exception and resolution through the grievance procedure if the parties are not in agreement.

f. Priority List

The procedure for establishing the priority list of persons eligible for adjunct employment shall be as follows:

1. In terms of seniority (years of teaching, counseling, or librarianship at the college)

   a. All tenured faculty of the department that houses the disicipline.

   b. All other tenured faculty as provided for in 3.9b and c above.

   c. All retired faculty with 10 years of full time teaching at the College as provided above in 3.9b and c.

   d. Non Unit employees of Westchester Community College with 20 or more semesters as provided above in 3.9b and c.

   e. Senior adjunct faculty with 20+ semesters of adjunct service. Priority will be established on the basis of the number of adjunct semesters taught at the college.

   f. Untenured full-time faculty of the department that houses the discipline.

2. The assignment of corporate education courses shall follow the prioity list set forth in 3.9.f.1.

   a. Under special circumstances, after consultation with the Union, the administration may assign corporate education courses outside the provisions of 3.9 f.1, but in no way will those individuals who have prior rank on the list have their ability to earn an equivalent amount of money be diminished by this assignment adjustment.

   b. The total number of adjunct courses, credit and non-credit, for Spring and Fall shall not exceed 20 contact hours or contact hour equivalents per year.

3. Those adjunct faculty who choose not to teach at all for three consecutive semesters (including summer) will be removed from the priority list.

4. In special cases, after consultation with the Union, the college may employ renowned authorities, on an adjunct basis, in a non credit area, up to a maximum of the credit scale.

g. Release time for the duties of curriculum chairperson is eliminated. Compensation for this work will be according to the adjunct pay schedule.

   For those curriculum chairpersons who hold dual appointments, and the college is not penalized in a faculty-student formula, will continue that release time as long as allowable under the State forumula.

3.10 Faculty Senate: A self-governing senate, representative of the entire faculty, shall be the faculty body concerned with consultation with the administration and the expression of faculty opinion and recommendation on professional appointments, reappointments, promotions, tenure, and sabbaticals, requests for service beyond normal retirement age and such other professional matters as educational policy, curriculum, student activities, and scholastic standards. This envisages the development of faculty opinion on all levels including the departmental. The President, upon request, shall present to the Board of Trustees any written communication from the Union and Senate.

3.11 Staff Vacancies: The faculty shall be extended an opportunity to apply for vacancies within the professional staff of the College except where emergency appointment is required. Such vacancies shall be publicized through internal channels of communications within the College. Vacancies shall be publicized to key recruiting sources of minority and women applicants.

3.12 Personnel Records:

a. The College shall maintain one (1) personnel file for each employee.

b. The file shall include but not be limited to the following:

1. Personal information.

2. Information relating to the employee's academic and professional accomplishment submitted by the employee or placed in the file on his request.

3. Records generated by the College.

4. All observation reports and evaluations of the employee's academic and professional performance.

5. Memoranda of discussions between the employee and his Department Chairman relating to evaluations of the employee's professional performance. Performance memoranda shall be included only when it has been reviewed by the Appropriate Associate Dean.

6. Pre-employment materials requested by the College or supplied by the employee in connection with the employee's original employment. On notification of appointment to a tenured position (in accordance with paragraph 3.8), the employee may request and obtain the removal of personal letters of reference (not transcripts).

No derogatory material shall be placed in an employee's file until the employee has been given the opportunity to read the contents and attach any comments or supplementary material he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence that it has been read by him. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document. The College shall endeavor to insert promotional file materials (including reappointment and tenure materials) into employee's files within sixty (60) days of receipt from the appropriate faculty board, but in no event later than one hundred and fifty (150) days.

The file shall be available for examination by the employee at his request in the College Personnel office during business hours on a reasonable notice. He may be accompanied by an advisor of his own choice, and request copies on payment of a reasonable reproduction charge.

c. Civil Service materials shall be filed in the County Personnel office.

d. No other file shall be maintained.

3.13 Academic Freedom: It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen, the faculty member has the same freedom as other citizens. However, in his extramural utterances he has the obligation to indicate that he is not an institutional spokesman.

3.14 Formal Action: An employee shall at all times on request be entitled to have present a representative of the Union designated in accordance with this Agreement when he is being formally reprimanded for the record following an investigation. This does not include normal progress, performance and evaluation interviews or observations. All formal reprimands for an alleged infraction shall be made with due regard for individual privacy. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present.

SECTION FOUR - HOURS AND WORKING CONDITIONS

4.1 General: No departure from the norms below shall be made without prior written notification to and consultation with the Union. In the event of any disagreement as to the need and desirability of such deviation, the matter may be processed through the grievance procedure.

4.2 College Calendar:

a. The President or his designee shall consult with the Union and such other persons as he may select concerning the academic calendar of the Westchester Community College prior to recommending any proposed calendar to the Board of Trustees.

b. Any changes in the calendar agreed upon shall be discussed with all parties involved in the original decision.

c. The faculty shall be required to be on campus to meet their obligations as indicated by the academic calendar.

d. With respect to the "mini-semester" in January of each year, the obligations of faculty members shall be the same as currently existing in the month of June following Commencement Day. Thus, faculty members are responsible for completion of all fall semester obligations during the "mini-semester" if such additional time is needed just as they are for Spring Semester obligations in June.

With respect to the "mini-semester" in January of each year, the obligations of faculty members shall be the same as currently existing following Commencement Day.

4.3 Workload:

a. Contact Hours: The College affirms its intent that for each academic year, staff planning shall continue to be based on an overall norm of fifteen (15) contact hours per week. It further recognizes the special needs of English Composition and language classes for more desirable norms.

b. Class Size: The overall norm used in planning class sizes shall be thirty three (33) excluding Development Center, English Composition, Communication Skills and Elementary Language courses, with corresponding adjustment in the norms for planning of English Composition and language classes to the extent that staffing and space requirements permit. Class size norm for Development Center courses shall be twenty two (22). Class size norm for English Composition courses, Communication Skills courses, and Elementary Language courses shall be twenty seven and one-half (27.5).

c. It is mutually recognized that adjustment in the foregoing overall norms may be required by unanticipated student enrollements or faculty resignations.

d. The number of students in laboratories is intended to be governed by norms taking into account space, safety, and educational quality.

e. No class will exceed the norm by more than one-third unless the Department Chairman has first been consulted, with the final decision in the discretion of the College Administration.

f. Faculty members may post their office hours at their discretion, taking into consideration the academic schedules of their students, subject to the approval of their respective Department Chairman or Associate Dean.

g. Faculty members will participate at Fall and Spring day registrations. Assignments will be made based on an equitable basis. Voluntary assignments will be made first. Clerical duties will not be assigned.

4.4 Teaching Staff Schedules:

a. All classes assigned between 11:00 p.m. and 8:00 a.m. on weekdays or at any time on Saturday or Sunday shall not be part of the norm of fifteen (15) contact hours per week provided for in Section 4.3 a. above.

b. Full-time faculty members assigned classes, as part of the norm of fifteen (15) contact hours provided for in Section 4.3 a. above, before 9:00 a.m. or after 5:00 p.m. will have only four days of classes (as opposed to other duties) per week and a maximum class time spread of 7-1/2 hours per day. In the event that it is not feasible for such faculty members to receive four (4) day class schedules during the semester in which they are assigned such classes, they will receive four (4) day class schedules (in a semester in which he/she has no classes before 9:00 a.m. or after 5:00 p.m.) as soon as it is feasible but in no event beyond the first three Fall and Spring semesters following the semester in which they were assigned said classes. In the event that a faculty member is assigned classes before 9:00 a.m. or after 5:00 p.m. in a following semester, but prior to having received a "compensating" semester owed him/her, if he/she receives a four (4) day class schedule in such following semester, such receipt is to be deemed "compensation" for the semester then being taught rather than for a prior semester for which he/she has not yet received a "compensating" semester. It is understood that an employee may forego his/her entitlement to a four (4) day class schedule upon agreement between the parties.

c. Class assignments, as part of the norm of fifteen (15) contact hours per week provided for in Section 4.3 a. above, between 5:00 p.m. and 9:00 a.m. shall be effected, first, upon a voluntary basis following one week notice to the Union and, second, upon an (involuntary) assignment basis, except that it is agreed the College shall rotate such involuntary assignments among all qualified faculty members available in the Department concerned.

d. If a faculty member's classload under Section 4.3 a. above is unfilled between 8:00 a.m. and 6:00 p.m., a professional project mutually agreeable to College and the faculty member can be undertaken;

OR,

the load will be filled, where feasible under scheduling requirements, by rearranging day courses within the department concerned from out of "day overloads" or day part-timers even if such rescheduling involves several faculty members;

OR,

the individual may teach between 6:00 p.m. and 11:00 p.m. for

1. Swing-shift student classes,

2. Precipitate returns to teaching by non-Unit employees,

3. Needs of shrinking curricula, and

4. Other similar reasons; provided that if the Union feels that the assignment of a faculty member between 6:00 p.m. and 11:00 p.m. does not fall into one or more of the above delineated exceptions, the matter shall be submitted to arbitration pursuant to Section 7.4 below. Should the arbitration award be in favor of the Union, the employee affected by the decision shall be compensated at normal overload rate for the hours taught between 6:00 p.m. and 11:00 p.m.

Notwithstanding the above provisions, individual faculty member requests for "split-load" assignments may continue to be granted by the College.

4.5 Non-Teaching Staff Schedules:

a. Librarian: Librarians will have a workweek of 35 hours for the 41 weeks of the year. In return for this reduction from 40 hours to 35 hours per week (a reduction of 210 hours a year), the librarians will receive an additional 105 hours to be assigned at the discretion of the administration in keeping with these guidelines.

1. Hours may be assigned on a contiguous basis, i.e., an extension of the normal workday, Monday through Friday, 9-5 p.m., to provide evening coverage. These hours would be documented and subtracted from the 105-hour pool.

2. When assignments are made in the form of extra days (105 hours = 15 seven-hour-days), the following guidelines will apply:

a. The assignment will be made in the same manner in which assignments and vacation selection have traditionally been made, with reference to peak demand periods in the College calendar.

b. Assignments made on a normal workday (Monday, Tuesday, Wednesday, Thursday, or Friday) would be for a full day (7 hours) at a time. These weekday assignments will not exceed 5 per librarian per annum.

c. Assignments made on a weekend would be for a four hour period which will count as 7 hours in calculations against the 105 hour total. These weekend assignments would not exceed 4 per librarian per annum.

3. Hours also may be assigned in the form of special projects or faculty development programs at the discretion of the Administration.

4. All individuals (librarians) would be treated as equitably as possible in terms of assignment, taking into account the different strengths of individuals.

This arrangement will be reviewed after 1 year by a joint committee of the Administration and Union appointed by the President of the College and the Union.

All parties understand that there will be no diminution of the quality or level of service as a result of the reduction in hours per year; in fact, it is recognized by all parties that the quality of service should be enhanced.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitrary or capricious manner.

b. Counselor: The Counselor's work year shall consist of two hundred and five (205) workdays or two hundred and ten (210) workdays, if the Counselor is in the first (1) year of employment, subject to Sections 6.2, 6.4 and 6.5 below. Each workweek shall consist of forty (40) hours, Monday through Friday. No workday, as part of the regular schedule, shall begin earlier than 8:00 a.m. nor end later than 11:00 p.m., except for Fridays when the workday shallend no later than 5:00 p.m. Workdays may, at the discretion of the administration, be varied in length provided no split shifts are established. However, no workday shall be longer, as part of the regular schedule, than nine (9) continuous hours including meal period. There shall be a fair and equitable distribution of work hours among Counselors.

Hours worked in a workweek above forty (40) shall be assigned on a voluntary basis. Compensation for such work shall be in the form of supplementary time off on an hour for hour basis.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitrary or capricious manner.

c. Program Specialists: Employees of the College employed in the title of Program Specialist shall have the option of retainingthe current work schedule or choosing to work the schedule of Librarians and Counselors. The conditions of employment shall not change except as modified in Section 3.7c, Section 5 and Section 6.1d.

d. Faculty members do not have to be on campus when classes are cancelled by the College due to any emergency. However, emergency class cancellations confined to a particular building(s) or locale shall only apply to employees so affected by that emergency.

SECTION FIVE - COMPENSATION

5.1 Salary Schedule - Full Time Employees

Schedule A

Effective September 1, 1985.

Instructor, Instructor-Librarian, Instructor-Counselor:

21,690	22,835	23,985	25,135	26,290

Assistant Professor, Assistant Professor-Librarian, Assistant Professor-Counselor, Coordinator of Student Health Services:

27,875	30,175	32,475	34,785	37,095	39,385	40,535

Associate Professor:

31,920	34,335	36,755	39,175	41,580	44,000	44,700

Professor:

35,815	38,770	41,735	44,700	47,660	50,620	51,080

Assistant Registrar:

Program Specialist - Technical Services/Natural Science/Education Media:

26,860	29,060	31,255	33,450	35,645

Longevity

Effective September 1, 1985, employees having completed 14 years of service at the College shall receive a longevity payment of $1,500 per annum.

Schedule B

Effective September 1, 1986.

Instructor, Instructor-Librarian, Instructor-Counselor:

22,990	24,205	25,425	26,645	27,865

Assistant Professor, Assistant Professor-Librarian, Assistant Professor-Counselor, Coordinator of Student Health Services:

29,545	31,985	34,425	36,870	39,320	41,750	42,965

Associate Professor:

33,835	36,395	38,960	41,525	44,075	46,640	47,380

Professor:

37,965	41,095	44,240	47,380	50,520	53,655	54,145

Assistant Registrar:

Program Specialist-Technical Services/Natural Science/Education Media:

28,470	30,805	33,150	35,455	37,785

Longevity

Effective September 1, 1986, employees having completed 14 years of service at the College shall receive a longevity payment of $1,550 per annum.

Schedule C

Effective September 1, 1987.

Instructor, Instructor-Librarian, Instructor-Counselor:

24,370	25,655	26,950	28,245	29,535

Assistant Professor, Assistant Professor-Librarian, Assistant Professor-Counselor, Coordinator of Student Health Services:

31,320	33,905	36,490	39,080	41,680	44,255	45,545

Associate Professor:

35,865	38,580	41,300	44,015	46,720	49,440	50,225

Professor:

40,245	43,560	46,895	50,225	53,550	56,875	57,395

Assistant Registrar:

Program Specialist-Technical Services/Natural Science/Education Media:

30,180	32,655	35,120	37,580	40,050

Longevity

Effective September 1, 1987 Employees having completed 14 years of service at the College shall receive a longevity payment of $1,600 per annum.

5.2 Part-Time Instructor Rates:

Effective September 1, 1985

Semesters having been taught on P.T. Basis	Title	Per Contact Hour
1 - 2	Adjunct Faculty	$23.25
3 - 6	Adjunct Faculty	26.25
7 - 12	Adjunct Faculty	29.00
13 - 20	Sr. Adjunct Faculty	32.00
21 +	Sr. Adjunct Faculty	34.50

Effective September 1, 1986

1 - 2	Adjunct Faculty	$25.00
3 - 6	Adjunct Faculty	28.25
7 - 12	Adjunct Faculty	31.25
13 - 20	Sr. Adjunct Faculty	34.50
21 +	Sr. Adjunct Faculty	37.25

Effective September 1, 1987

1 - 2	Adjunct Faculty	$27.00
3 - 6	Adjunct Faculty	30.50
7 - 12	Adjunct Faculty	33.75
13 - 20	Sr. Adjunct Faculty	37.25
21 +	Sr. Adjunct Faculty	40.25

Clinical hours: All adjunct clinical teaching hours will be paid for at a rate of 3 for 2.

b. Adjunct Librarians

Effective 9/1/85

Semesters Worked on Part-Time Basis	Per Hour basis
1 - 2	$15.75
3+	17.75

Effective 9/1/86

Semesters Worked on Part-Time Basis	Per Hour basis
1 - 2	$17.00
3+	19.25

Effective 9/1/87

Semesters Worked on Part-Time Basis	Per Hour basis
1 - 2	$18.50
3 - 6	21.75
7+	24.00

c. The rate per contact hour for full-time faculty who are also employed as part-time faculty members shall be either - (a) the hourly rate stipulated in the above schedule closest to their annual salary divided by one thousand, or (b) the above rate applicable to their number of years of teaching experience as part-time faculty members, whichever is higher.

d. Classes assigned to all part-time faculty members which are cancelled by the College (including weather days) will be made up and if not made up payment will be made.

e. Directed attendance at registration by all part-time faculty members will be paid on the above basis.

f. A joint committee will be established to study the matter of adjunct clinical hours. A report of this joint committee will be submitted to the 1988 bargaining team.

5.3 Non-Credit Course Rate: All non-credit courses shall be compensated at the following per contact hour rate:

Effective: September 1, 1985 - $19.50 per hour
September 1, 1986 - $21.00 per hour
September 1, 1987 - $22.75 per hour

5.4 Mileage Allowance: Effective September 1, 1982 the authorized mileage reimbursement shall be at 22-1/2¢ per mile. Effective January 1, 1983 should this amount be increased for other County Employees, the allowance for employees covered by this Contract shall also be increased to the same reimbursement rate.

SECTION SIX - EMPLOYEE BENEFITS

6.1 Insurance:

a. The same health insurance benefits as provided by the State-wide Plan will be continued.

b. For the duration of this agreement, the County will continue to pay 100% of the cost of employee benefits and effective September 1, 1982 will pay 100% of dependents benefits.

For those employees who are presently in the H.M.O. Plan, the County agrees to continue to pay the H.M.O. a premium equal to the statewide rate in effect for that month, rather than the premium rate of the new insurance policy.

c. The County will provide a dental plan equivalent to the dental plan provided managerial employees.

d. For Program Specialists, the Medical and Dental Benefits will be the same as available to CSEA represented employees.

6.2 Sick Leave: (County Rule 9 and 15 appended) The present paid sick leave program shall be continued for the life of this Agreement without change.

6.3 Sick Leave Bank: An emergency Sick Leave Bank has been established to provide against the economic effects of a long term illness.

All full and half-time faculty members in good standing with the bargaining unit and who contribute, shall be eligible to use the Sick Leave Bank after one year and one month of continuous service, provided he/she has exhausted all of their accumulated sick time.

Contributions must be made by October of each academic year on forms provided by the W.C.C.F.T. (No contributions may be withdrawn).

A Sick Leave Bank consisting of three members (Trustees) of the bargaining unit shall be elected by the Union Membership at large to administer the Bank for a three year term. This election will take place at the same time as the regular election of union officers.

If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the Union will automatically assess Sick Leave Members an additional contribution of 1 day per member.

Eligibility: A member who is suffering from a prolonged or disabling illness, or mental incapacitation and not eligible for Worker's Compensation is eligible to apply to the Sick Leave Bank.

In applying for Sick Bank benefits, the applicant shall provide to the Board, any documentation deemed necessary with regard to the nature and duration of the disabling condition.

The aforementioned Board shall administer the Bank and act on each application submitted to it within ten (10) business days. In the event that a member's recovery shall require more than forty (40) working days, the Board shall meet to determine renewal of the application.

The maximum number of days the Board may allocate for any one illness shall be two hundred (200) days. Exceptions may be made by the Board.

In making its determinations, the Board shall have the right to consult with independent medical practitioners.

6.4 Maternity Leave: The maternity benefits presently provided by the County shall be continued as long as they are in compliance with applicable laws, rules and regulations.

6.5 Personal Leave: (County Rule 11 and 15 appended) The present program for personal leave with pay and leave of absence without pay shall be continued for the life of this Agreement without change, except that unused paid personal leave time may be added to vacation time in the current year with the recommendation of the President and the approval of the County Personnel Officer.

6.6 Librarian and Counselor Holidays: The following days shall be considered holidays with pay:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

6.7 Military Leave: An employee who is required to render ordered military duty shall be granted a leave of absence as authorized by State Law.

6.8 Education Leave: (County Rule 13 appended) The present program for education leave shall be continued for the life of this Agreement without change.

6.9 Court Appearances: An employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the employee are involved, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County.

6.10 Sabbatical Leaves: If, at his discretion, the President determines to grant sabbatical leaves the following shall apply:

Sabbatical Procedure and Criteria

a. The President shall notify in writing the Associate Deans and Departmental Chairpersons as to the number of sabbaticals to be granted the following year.

b. A faculty member may be granted a leave of absence in the discretion of the President after consideration of recommendations of the faculty when he finds that (1) program of professional development for which the leave is granted has sufficient direct value to the College programs to warrant the expenditure of Public funds, and (2) the College will not be handicapped by the resulting absence.

c. Applications for leave are to be made in writing within sixty (60) days of the written notification, and include in specific detail for consideration by the President:

1. The projected program of professional development to be undertaken if leave is granted;

2. The reasons why the projected program cannot be put into effect without a grant of leave;

3. The factors in the applicant's background and experience which indicate the applicant's special aptitude for the projected program and justify a presumption that the program will be successful;

4. An outline of the intended contents of the report which the applicant will submit at the time of return;

5. An affirmation in good faith of intention to return to the College for at least two (2) years following such leave.

d. The President shall approve full year leaves (for the equivalent in semesters) in accordance with the number specified in 6.10 a. above subject to the foregoing criteria. The President shall notify in writing to the Associate Deans and Departmental Chairpersons the names of the employees and the length of sabbatical awarded. Such written notification shall be made within sixty (60) days after the application closing date specified in Section 6.10 c. above.

e. If a faculty member or the union grieves any sabbatical leave award such grievance may be filed at Step 2. If such grievance concludes in arbitration, the parties agree to invoke the American Arbitration Association's expedited arbitration rules. The arbitrator shall determine the remedy of any sabbatical grievances.

f. During such leave, faculty members will continue to receive salary as follows:

Full-time service since initial appointment or prior sabbatical leave	Length of Leave	Salary on Leave
6 years	1 full academic year	half pay
6 years	1/2 academic year (1 semester)	full pay
12 years	full academic year	3/4 pay

g. A faculty member granted such leave will receive the normal increment of the salary schedule.

SECTION SEVEN - GRIEVANCE PROCEDURE

7.1 Employee Protection: Nothing contained in this Agreement shall be construed to deny any faculty member his rights under Section 15 of the New York Civil Rights Law or under applicable Civil Service Rules and Regulations.

7.2 Statement of Intent:

a. Every faculty member shall have the right to present his grievances to the College free from interference, coercion, restraint, discrimination or reprisal on the part of the College administration, and shall have the right to be represented in all stages thereof. The grievant may choose an individual or the Union to represent him. In case an individual representative is chosen, the Union shall be informed in writing at each stage of the grievance procedure, and shall have the right to be present, and the adjustment of the grievance shall not be inconsistent with the terms of this Agreement.

b. The disposition of any grievance shall not be deemed to change or modify the terms and conditions of the Agreement, unless the Union and the County shall otherwise agree in writing.

c. It shall be a fundamental responsibility of administrators having supervisory functions at all levels to carry out the purposes of these provisions commensurate with the authority delegated to them. Failure of an administrator to communicate his decision to the employees and the Union within the proper time limits shall permit the grievant to proceed to the next step of the grievance procedure.

d. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. When such hearings and conferences are held during class or working hours all employees whose presence is required by the hearing officer shall be excused for that purpose without loss of pay.

e. All of the procedures at any step of the grievance procedure shall be in strict conformity with all the principles of due process of law, and all parties shall have a fair and full opportunity to present any and all relevant information, evidence and testimony and shall be entitled to a full and fair hearing. Due process and a fair and full hearing shall include the right to cross examination of witnesses, and the written notification of the final disposition of the grievance.

7.3 Grievance Defined:

a. "Grievance" shall mean any claimed violation, misrepresentation or inequitable application of this contract, or of the existing laws, rules, procedures, regulations, administrative orders or work rules of the County or the College which relate to wages, hours, or working conditions; provided, however, that such term shall not include any matter involving the renegotiation of salary schedule (prior to the opening of contract negotiations), retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable under section 6206 of the State of New York Education Law.

b. Grievances shall be filed in writing with sufficient specificity so as to provide the hearing officer with proper and adequate information to determine: alleged violation, dates of alleged violation, clauses allegedly violated, department(s) involved, supervisory person(s) involved, remedy sought and any other information necessary or appropriate as determined by the grievant, in order to assist the person receiving the grievance to make a fair and objective determination.

c. A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Union.

d. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the College or the County to take action complained of, subject, however to the final decision of the grievance.

7.4 Grievance Procedure:

a. Informal Effort: Before invoking formal procedures which designate defined steps, written records, and written decisions, the aggrieved party and his representative shall attempt to meet with the grievant's immediate supervisor to resolve the grievance orally and privately.

b. Formal Steps

No grievance shall be filed later than sixty (60) days after the grievant could have reasonably known of the event constituting the alleged violation.

Step 1

1. Individual Grievance: Any grievance under this Agreement shall be processed in the first instance by the faculty member involved, and his Union representative, if requested by the faculty member, with his immediate supervisor. A grievance submitted in writing per Section 7.3b shall be answered in writing within one (1) week from the time the grievance was received by such superior.

Step 2

1. In the event that the grievance is not adjusted under Step 1, the faculty member or the Union at the employee's request may within two (2) weeks from the date of the written answer take up such grievance with the President, his designee, or the College Grievance Board at the discretion of the College administration, who will schedule an informal hearing, when requested, within two weeks thereafter.

2. The President or his designee, after a formal hearing where requested, at which the faculty member and his representative may appear and present oral and written statements or arguments, shall answer in writing within two (2) weeks of receipt of the grievance, or two (2) weeks after the hearing, if later.

3. Union-College or College-Union grievances filed under this Agreement may be entered at Step 2 in writing per 7.3b above.

4. The President or his designee, or the Union as the case may be shall answer second step College-Union or Union-College grievances in writing within one (1) week of receipt, or one (1) week after the hearing, if later.

Step 3

1. A grievance which is not adjusted under Step 2, may, at the request of the College or the Union within one week of the Step 2 answer, be promptly submitted to arbitration under The Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The County and the Union shall bear equally the arbitrator's fees, if any, and other expenses, exclusive of attorney's fees incidental to the proceedings. In cases affecting the suspension or dismissal of a tenured faculty member, the County shall bear all costs exclusive of attorney's fees.

3. The report of the Arbitrator shall contain a statement of the findings of fact, conclusion and recommendations, and awards, which shall be binding on all parties to the proceeding. Except as provided by Section 1.5 and 1.6 of this Agreement, a grievance dispute arising under any terms of this Agreement involving the County or College policy or discretion may be submitted to such arbitration only on the question whether such policy was disregarded or was applied in such discriminatory, arbitrary or capricious a manner as to constitute an abuse or discretion. The arbitrator shall send a copy of its report to each employee involved, the Union, the President and the County.

SECTION EIGHT - S.U.N.Y. - EDUCATION OPPORTUNITY CENTER

8.1 General

a. Faculty members employed at S.U.N.Y. - E.O.C. currently located at 41 Main Street, Yonkers, New York shall be covered by this agreement except as provided in Section 8.2 below.

b. For the purpose of contract interpretation, E.O.C. shall be treated as separate and distinct from Westchester Community College and shall not be treated as a department of the College. Futhermore, when reading the agreement the initials "EOC" should be substituted for wherever the word "College" appears except as provided in Section 8.2 below.

8.2 EOC Exceptions

a. Section 2.5a - Union Administration Time: Amounts of time specified in Section 2.5a may be shared with E.O.C. authorized representatives. In no event will the Union exceed the total amounts of time specified.

b. Section 2.7 Meetings: The first activity period at the Education Opportunity Center in each month shall be reserved for Union meetings without any conflicting meetings or responsibilities.

c. Section 4.2d - College Calendar: The E.O.C. Calendar may be based upon either a trimester system as in the year 1976 - 1977 or the calendar in use at the Community College. The choice of calendars for use at E.O.C. shall be at the discretion of the College subject to Section 4.2a and b of the Agreement.

d. Section 5.3 - Non Credit Course: Does not apply to E.O.C. Employees.

e. Section 7.4 - Grievance Procedure: Referring to Section 7, the title "Director - E.O.C." shall be substituted for the words "immediate supervisor" found in Section 7.4a and Step 1. A grievance proceeding beyond Step 1 would follow the procedure of the agreement.

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